

City Clerk File No. Ord. 16-062

Agenda No. 3.C 1st Reading

Agenda No. 4.B. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.062

TITLE:

A FRANCHISE ORDINANCE GRANTING PERMISSION TO 75 JERSEY CITY, LLC, ITS SUCCESSORS AND ASSIGNS, TO MAKE PRIVATE IMPROVEMENTS TO A PORTION OF LANDS WITHIN THE SIDEWALK AREA OF THE MONTGOMERY STREET PUBLIC RIGHT-OF-WAY LOCATED ADJACENT TO 75 MONTGOMERY STREET, JERSEY CITY, NEW JERSEY

WHEREAS, 75 Jersey City, LLC, having its offices located at 855 Lexington Avenue, Third Floor, New York, New York, 10021, is the owner of the property located at 75 Montgomery Street, Jersey City, and is known as Block 14301, Lot 7 on the current tax maps of the City of Jersey City, and as part of its development desires to make site improvements to a portion of lands located within the sidewalk area of the Montgomery Street public right-of-way. The proposed development includes the renovation of the existing building and continued use for commercial purposes; and

WHEREAS, part of the renovation includes the proposed construction of a handicap ramp and landing within the Montgomery Street sidewalk area of the public right-of-way; and

WHEREAS, 75 Jersey City, LLC, has filed a petition for relief and represented to the Municipal Council of the City of Jersey City that the passage of this Ordinance is essential for the construction of the handicap ramp for handicap accessibility to the building; and

WHEREAS, after due notice was given in accordance with law, a public hearing was held on the Petition filed by 75 Jersey City, LLC, to grant permission to construct private improvements within the public right-of-way for the following purposes:

1. The contemplated improvements will include the installation of a handicap ramp and landing to be located within the sidewalk area of the Montgomery Street public right-of-way for the purpose of providing handicap accessibility to the building.
2. All costs associated with these improvements will be incurred by the Petitioner.

And there being no objections thereto; and

WHEREAS, a franchise ordinance is required to permit the construction of the private improvements within the public right-of-way; and

WHEREAS, by reason of the character of the development of the area within which this property is situated, and the area requested for the franchise is minimal, and the said improvements will assist in meeting handicap access to the property and greatly benefit Jersey City and the surrounding neighborhood; and

WHEREAS, the public interest will be served by said improvements, which will be of great benefit to the citizens of Jersey City and Hudson County and the rights of the public will not be injuriously or adversely affected by the requested relief;

NOW, THEREFORE, BE IT ORDAINED, by the Municipal Council of the City of Jersey City, that:

SECTION 1. Permission be, and is hereby granted to 75 Jersey City, LLC, its successors and assigns, to make private improvements to a portion of lands located 75 Montgomery Street, and known as Block 14301, Lot 7 in the City of Jersey City, said areas being more particular described as follows and on the plan attached hereto as Exhibit A (survey and metes and bounds description).

1. The contemplated improvements will include the installation of a handicap ramp and landing to be located within the sidewalk area of the Montgomery Street public right-of-way (see Exhibit A); and
2. The contemplated improvements will be constructed consistent with the Plans approved by the Jersey City Zoning Officer and Building Department and will provide a minimum of five (5) feet clearance for the respective pedestrian sidewalks.
3. All costs associated with these improvements will be incurred by the Petitioner.

SECTION II. All the work herein authorized shall be done under the supervision of the proper department or departments of the City of Jersey City. Further, all the work herein authorized shall comply with any State of New Jersey Uniform Construction Code requirements. The construction plans shall be submitted to the City Engineer for his review and comments prior to the start of construction. After construction there shall remain no damage to the sidewalk or roadway or interference with the free and safe flow of pedestrian traffic and vehicular traffic. 75 Jersey City, LLC, and its successors and assigns, shall maintain all improvements installed by it for the entire term of the Franchise at no cost to the City.

SECTION III. This Ordinance shall remain in full force and effect for a period of twenty (20) years. This Ordinance shall take effect upon final passage and publication according to law. In the event that the Municipal Council determines that this Ordinance must be canceled in whole or in part because of a public purpose, the City reserves the right to cancel this Ordinance or any part thereof by giving written notice to the Petitioners one year prior to date of cancellation.

SECTION IV. All costs and expenses incident to the introduction, passage and publication of this Ordinance shall be borne and paid by said 75 Jersey City, LLC.

SECTION V. In accepting the privileges of this Ordinance and the installation, maintenance and use hereby authorized, 75 Jersey City, LLC, its successors and assigns hereby agree to assume full, complete and undivided responsibility for any and all injury or damage to persons or property by reason of said installation, maintenance and use, and to indemnify and hold the City of Jersey City harmless from all injury or damage to persons or property by reason of such installation, maintenance and use (except such injury or damages which is caused by the negligence or misconduct of the City or its officers, employees or agents) for the term of this Ordinance. 75 Jersey City, LLC, its successor and assigns, shall maintain in effect, during the term of this franchise, general liability insurance naming the City of Jersey City, its officers and employees as additional insured, covering the use and occupancy of the public property subject to this franchise. A certificate of insurance, in the amount of \$2,000,000.00, or in such amount and type as the City's Risk Manager may reasonably require from time to time, shall be delivered to the Risk Manager before use or occupancy of the premises subject to this Franchise Ordinance.

SECTION VI. This Ordinance shall not become effective unless an acceptance hereof in writing is filed by the Petitioner with the City Clerk. In the event, that the Petitioner shall not file with the City Clerk its acceptance in writing of the provisions of this Ordinance within 30 days after receiving notice of its passage, this Ordinance shall become void and be of no effect.

SECTION VII. Only with prior written consent and approval by the City Council of the City of Jersey City, which consent and approval shall not be unreasonably withheld, shall Petitioner have the right to assign or otherwise transfer its rights under this Franchise Ordinance.

SECTION VIII. An easement for the duration of this Ordinance is reserved for the benefit of the City of Jersey City and all public utility companies including any cable television company as defined in the "Cable Television Act", P.L. 1972, c. 186 (c. 48:5A-1 et seq.) for the purpose of ingress and egress over and upon the area subject to this Franchise Ordinance in order to maintain, repair or replace existing utility facilities including water lines, sewer lines, gas lines and telephone, electrical and cable television wires and poles which may be located either beneath or above the surface of the area subject to this Franchise Ordinance.

SECTION IX. For the rights and privileges herein granted, said beneficiaries hereunder, their successors and assigns, shall pay annually to the City of Jersey City the sum of One Dollar (\$1.00), which payment shall be made annually on the 1st day of July next succeeding the time when this Ordinance shall become effective and on each first day of July thereafter until the termination of this Ordinance.

SECTION X.

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This Ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Ordinance certified and incorporated in the official copies of the Jersey City Code.
- C. This Ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing Code, in order to avoid confusion and possible accidental repealers of existing provisions.

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

APPROVED: _____

APPROVED: _____

Business Administrator

Certification Required ☐
Not Required (40605007:2) ☒

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 16.062
TITLE: 3.C APR 13 2016 4.B

APR 27 2016

A franchise ordinance granting permission to 75 Jersey City, LLC, its successors and assigns, to make private improvements to a portion of lands within the sidewalk area of the Montgomery Street public right-of-way located adjacent to 75 Montgomery Street, Jersey City, New Jersey.

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 13 2016 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING APR 27 2016 9-0											
Councilperson <u>WATTERMANN</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE APR 27 2016 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on APR 13 2016
Adopted on second and final reading after hearing on APR 27 2016

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on APR 27 2016

Robert Byrne, City Clerk

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date APR 27 2016

*Amendment(s):

APPROVED:

Steven M. Fulop, Mayor

Date APR 29 2016

Date to Mayor APR 28 2016

City Clerk File No. Ord. 16.063

Agenda No. 3.D 1st Reading

Agenda No. 4.C. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.063

TITLE:

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) SECTION 332-5 (ONE-WAY STREETS) DESIGNATING GROVE STREET ONE WAY SOUTH, SUSSEX STREET TO MORRIS BOULEVARD; MORRIS BOULEVARD, NORTH OF LRT STATION MEDIAN, ONE WAY WEST, MARIN BOULEVARD TO ST. PETER'S STREET AND ONE WAY EAST, GROVE STREET TO ST. PETER'S STREET; ST. PETER'S STREET ONE WAY NORTH, MORRIS BOULEVARD TO SUSSEX STREET AND SUSSEX STREET ONE WAY EAST, ST. PETER'S STREET CLOCKWISE TO ST. PETER'S STREET AND ONE WAY WEST, ST. PETER'S STREET TO GROVE STREET; SECTION 332-9 (STOP INTERSECTIONS) DESIGNATING MARIN BOULEVARD AND SUSSEX STREET AS A STOP INTERSECTION, STOPPING SUSSEX STREET; AND SUPPLEMENTING ARTICLE III (PARKING, STANDING AND STOPPING) SECTION 332-22 (PARKING PROHIBITED AT ALL TIMES) DESIGNATING NO PARKING ANY TIME ON GROVE STREET, WEST SIDE, SUSSEX STREET TO MORRIS BOULEVARD; MORRIS BOULEVARD, THE WESTBOUND MEDIAN CURB, MARIN BOULEVARD TO ST. PETER'S STREET; ST. PETER'S STREET, WEST SIDE, MORRIS BOULEVARD TO SUSSEX STREET AND SUSSEX STREET, NORTH SIDE, ST. PETER'S STREET TO GROVE STREET; SECTION 332-24 (PARKING PROHIBITED CERTAIN HOURS) DESIGNATING NO PARKING ON MORRIS BOULEVARD, NORTH SIDE; 35 FEET WEST OF MARIN BOULEVARD TO 88 FEET WEST, MONDAY THROUGH FRIDAY, 7:00 A.M. TO 9:00 A.M. AND 4:00 P.M. TO 6:00 P.M. AND BEGINNING 88 FEET WEST OF MARIN BOULEVARD TO 25 FEET WEST, MONDAY THROUGH FRIDAY, 7:00 A.M. TO 6:00 P.M. AND SECTION 332-31 (PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES) PROHIBITING PARKING FOR STREET CLEANING PURPOSES ON THE EAST SIDE OF GROVE STREET, MORRIS BOULEVARD TO SUSSEX STREET, MONDAY AND THURSDAY, 10:00 A.M. TO NOON; THE NORTH SIDE OF MORRIS BOULEVARD, MARIN BOULEVARD TO GROVE STREET, MONDAY AND THURSDAY, 10:00 A.M. TO NOON; THE EAST SIDE OF ST. PETER'S STREET, MORRIS BOULEVARD TO SUSSEX STREET, MONDAY AND THURSDAY 10:00 A.M. TO NOON AND ON THE NORTH SIDE OF SUSSEX STREET, ST. PETER'S STREET TO MARIN BOULEVARD, MONDAY AND THURSDAY, 10:00 A.M. TO NOON AND ON THE SOUTH SIDE, FROM MARIN BOULEVARD TO GROVE STREET, TUESDAY AND FRIDAY, 10:00 A.M. TO NOON; ARTICLE VII (METERED PARKING) SECTION 332-48 (DESIGNATION OF PARKING SPACES) DESIGNATING ON STREET PARKING METER ZONES ON SUSSEX STREET, SOUTH SIDE, BEGINNING 51 FEET WEST OF MARIN BOULEVARD TO 60 FEET WEST AND ON THE NORTH SIDE, BEGINNING 56 FEET WEST OF MARIN BOULEVARD TO 60 FEET WEST; AND ARTICLE VIII (PERMIT PARKING), SECTION 332-58 (PARKING RESTRICTIONS IN RESIDENTIAL ZONES) CREATING ZONE 15 FOR THE STREETS IN LIBERTY HARBOR NORTH, GROVE STREET, MORRIS BOULEVARD TO SUSSEX STREET; MARIN BOULEVARD, SOUTHERN TERMINUS TO GRAND STREET; MORRIS BOULEVARD, MARIN BOULEVARD TO GROVE STREET; ST. PETER'S STREET, MORRIS BOULEVARD TO SUSSEX STREET AND SUSSEX STREET, MARIN BOULEVARD TO GROVE STREET; MONDAY THROUGH FRIDAY, WITH A THREE HOUR LIMIT BETWEEN THE HOURS OF 8:00 A.M. TO 11:00 P.M. AND REPEALING MARIN BOULEVARD FROM THE SOUTHERN TERMINUS TO GRAND STREET FROM ZONE 1 AND INSERTING IT INTO ZONE 15

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) of the Jersey City Code is hereby supplemented as follows:

Sec. 332-5 One-way streets.

The streets or parts of streets listed below are hereby designated as one-way streets in the direction indicated

One-Way Streets

Name of Street	Direction of Travel	Limits
<u>Grove St</u>	<u>South</u>	<u>Sussex St to Morris Blvd</u>
<u>Morris Blvd</u>	<u>West</u> <u>East</u>	<u>Marin Blvd to St. Peter's St</u> <u>Grove St to St. Peter's St</u>
<u>St. Peter's St</u>	<u>North</u>	<u>Morris Blvd to Sussex St</u>
<u>Sussex St</u>	<u>East</u> <u>West</u>	<u>St. Peter's St clockwise to St. Peter's St</u> <u>St. Peter's St to Grove St</u>

Sec. 332-9 Stop intersections.

The intersections listed below are hereby designated as stop intersections. Stop signs shall be installed as provided therein.

Stop Intersections

Street 1 (Stop Sign On)	Direction of Travel	Street 2 (At Intersection)
<u>Sussex St</u>	<u>East</u>	<u>Marin Blvd</u>

2. Chapter 332 (Vehicles and Traffic) Article III (Parking, Stand And Stopping) of the Jersey City Code is hereby supplemented as follows:

Sec. 332-22 Parking prohibited at all times.

No person shall park a vehicle at any time upon any of the streets, or parts thereof, listed below.

Parking Prohibited At All Times

Name of Street	Sides	Limits
<u>Grove St</u>	<u>West</u>	<u>Sussex St to Morris Blvd</u>
<u>Morris Blvd</u>	<u>W/B median</u> <u>Curb</u>	<u>Marin Blvd to St. Peter's St</u>
<u>St. Peter's St</u>	<u>West</u>	<u>Morris St to Sussex St</u>
<u>Sussex St</u>	<u>North</u>	<u>St. Peter's to Grove St</u>

Continued.....

Sec. 332-24 Parking Prohibited Certain Hours

No person shall park a vehicle between the times specified upon any of the streets, or parts thereof, listed below.

Parking Prohibited Certain Hours.

Name of Street	Side	Days of Week	Limits
<u>Morris Blvd</u>	<u>North</u>	<u>M-F</u> <u>7:00 a.m. to</u> <u>9:00 a.m.</u> <u>4:00 p.m. to</u> <u>6:00 p.m.</u>	<u>Beginning 35 feet west of Marin Blvd to 88 feet west</u>
	<u>North</u>	<u>M-F</u> <u>7:00 a.m. to</u> <u>6:00 p.m.</u>	<u>Beginning 88 feet west of Marin Blvd to 25 feet west</u>

Sec. 332.31 Parking restrictions for street-cleaning purposes.

No person shall park a vehicle upon any of the streets or sides of streets either in whole or in part, during the hours of the days listed below.

Parking Restrictions For Street Cleaning Purposes

Name of Street	Side	Days of the Week	Hours	Limits
Grove St	West	M and Th	6:00 a.m. to 8:00 a.m.	Hoboken Line to Sixteenth St
	East	Tu and F		
	West	M and Th	10:00 a.m. to Noon	Sixteenth St to Boyle Plaza
	East	Tu and F	10:00 a.m. to Noon	
	West	M and Th	8:00 a.m. to 10:00 a.m.	First St to Newark Av
	East	Tu and F		
	East	M and Th	8:00 a.m. to 10:00 a.m.	Newark Av to Grove St
	West	Tu and F		
	<u>East</u>	<u>M and Th</u>	<u>10:00 a.m. to Noon</u>	<u>Morris Blvd to Sussex St</u>
<u>Morris Blvd</u>	<u>North</u>	<u>M and Th</u>	<u>10:00 a.m. to Noon</u>	<u>Marin Blvd to Grove St</u>
<u>St. Peter's St</u>	<u>East</u>	<u>M and Th</u>	<u>10:00 a.m. to Noon</u>	<u>Morris Blvd to Sussex St</u>
Sussex St	North	M and Th	1:00 p.m. to 3:00 p.m.	Van Vorst St to Greene St
	South	Tu and F	1:00 p.m. to 3:00 p.m.	
	<u>North</u>	<u>Mon and Th</u>	<u>10:00 a.m. to Noon</u>	<u>Marin Blvd to St. Peter's St</u>
	<u>South</u>	<u>Tu and F</u>	<u>10:00 a.m. to Noon</u>	<u>Grove St to Marin Blvd</u>

3. Chapter 332 (Vehicles and Traffic) Article VII (Metered Parking) of the Jersey City Code is hereby supplemented as follows:

Continued.....

Sec. 332-48 Designation of Parking Spaces

- A. On-Street Parking Meter Zones. Parking or standing a vehicle in a parking meter space in the on-street parking meter zones described below shall be lawful during the hours of 9:00 a.m. and 9:00 p.m., Monday through Sunday and only, unless designated otherwise by a sign on the meter or posted sign, upon the deposit of such amount as is indicated for each specified period of time.

On Street Parking Meter Zones

Name of Street	Limits
<u>Sussex St</u>	<u>South side; beginning 51 feet west of Marin Blvd and extending 60 feet west</u> <u>North side; beginning 56 feet west of Marin Blvd and extending 60 feet west</u>

4. Chapter 332 (Vehicles and Traffic) Article VIII (Permit Parking) of the Jersey City Code is hereby supplemented as follows:

Sec. 332-58 Parking Restrictions in residential zones.

- A. No person shall park a vehicle in excess of two (2) hours; between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except public holidays, without a valid permit upon any of the streets or parts of streets as described below.

Parking Zone 1

Name of Street	Limits
Barrow St	Between Grand St and Newark Av
Bright St	North side; between Monmouth St and Jersey Av Both sides; between Jersey Av and Grove St
Brunswick St	Between Newark Av and Columbus Dr
Coles St	Between Columbus Dr and Second St
Colgate St	Between First St and Third St
Columbus Dr	Between Grove St and Brunswick St
First St	Between Merseles St and Newark Av
Fourth St	Between Merseles St and Newark Av
Grove St	Between Grand St and Newark Av
Jersey Av	Between Grand St and Newark Av
Marin Blvd	Between [southern terminus] <u>Grand St</u> and Columbus Dr
Maxwell St	Between Jersey Av and Coles St
Mercer St	Between Marin Blvd and Monmouth St
Merseles St	Between Newark Av and First St
Monmouth St	Between Bright St and Newark Av
Montgomery St	Between Warren St and Monmouth St
Newark Av	Between Merseles St and Marin Blvd
Second St	Between Coles St and Merseles St
Third St	Between Merseles St and Coles St
Wayne St	Between Marin Blvd and Varick St
York St	Between Bright St and Monmouth St
Varick St	Between Bright St and Columbus Dr

Zone 2 through Zone 14 No Change

Continued.....

Sec. 332-58 **Parking Restrictions in residential zones.**

- A. No person shall park a vehicle in excess of three (3) hours; between the hours of 8:00 a.m. and 11:00 p.m., Monday through Friday, except public holidays, without a valid permit upon any of the streets or parts of streets as described below.

Parking Zone 15

Name of Street	Limits
<u>Grove St</u>	<u>Between Morris Blvd and Sussex St</u>
<u>Marin Blvd</u>	<u>Between Southern Terminus and Grand St</u>
<u>Morris Blvd</u>	<u>Between Marin Blvd and Grove St</u>
<u>St. Peter's St</u>	<u>Between Morris Blvd and Sussex St</u>
<u>Sussex St</u>	<u>Between Marin Blvd and Grove St</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
4. This ordinance shall take effect at the time and in the manner provided by law.
5. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All the material to be inserted is new and underscored; all material to be repealed is in *[brackets]*.

JDS:pc1
(03.11.16)

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

APPROVED:
Director of Traffic & Transportation

APPROVED:
Municipal Engineer

APPROVED:
Business Administrator

Certification Required ☐
Not Required ☒

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) SECTION 332-5 (ONE-WAY STREETS) DESIGNATING GROVE STREET ONE WAY SOUTH, SUSSEX STREET TO MORRIS BOULEVARD; MORRIS BOULEVARD, NORTH SIDE OF LRT STATION MEDIAN, ONE WAY WEST, MARIN BOULEVARD TO ST. PETER'S STREET AND ONE WAY EAST, GROVE STREET TO ST. PETER'S STREET; ST. PETER'S STREET ONE WAY NORTH, MORRIS BOULEVARD TO SUSSEX STREET AND SUSSEX STREET ONE WAY EAST, ST. PETER'S STREET CLOCKWISE TO ST. PETER'S STREET AND ONE WAY WEST, ST. PETER'S STREET TO GROVE STREET; SECTION 332-9 (STOP INTERSECTIONS) DESIGNATING MARIN BOULEVARD AND SUSSEX STREET AS A STOP INTERSECTION, STOPPING SUSSEX STREET; AND SUPPLEMENTING ARTICLE III (PARKING, STANDING AND STOPPING) SECTION 332-22 (PARKING PROHIBITED AT ALL TIMES) DESIGNATING NO PARKING ANY TIME ON GROVE STREET, WEST SIDE, SUSSEX STREET TO MORRIS BOULEVARD; MORRIS BOULEVARD, THE WESTBOUND MEDIAN CURB, MARIN BOULEVARD TO ST. PETER'S STREET; ST. PETER'S STREET, WEST SIDE, MORRIS BOULEVARD TO SUSSEX STREET AND SUSSEX STREET, NORTH SIDE, ST. PETER'S STREET TO GROVE STREET; SECTION 332-24 (PARKING PROHIBITED CERTAIN HOURS) DESIGNATING NO PARKING ON MORRIS BOULEVARD, NORTH SIDE; 35 FEET WEST OF MARIN BOULEVARD TO 88 FEET WEST, MONDAY THROUGH FRIDAY, 7:00 A.M. TO 9:00 A.M. AND 4:00 P.M. TO 6:00 P.M. AND BEGINNING 88 FEET WEST OF MARIN BOULEVARD TO 25 FEET WEST, MONDAY THROUGH FRIDAY, 7:00 A.M. TO 6:00 P.M. AND SECTION 332-31 (PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES) PROHIBITING PARKING FOR STREET CLEANING PURPOSES ON THE EAST SIDE OF GROVE STREET, MORRIS BOULEVARD TO SUSSEX STREET, MONDAY AND THURSDAY, 10:00 A.M. TO NOON; THE NORTH SIDE OF MORRIS BOULEVARD, MARIN BOULEVARD TO GROVE STREET, MONDAY AND THURSDAY, 10:00 A.M. TO NOON; THE EAST SIDE OF ST. PETER'S STREET, MORRIS BOULEVARD TO SUSSEX STREET, MONDAY AND THURSDAY 10:00 A.M. TO NOON, AND ON THE NORTH SIDE OF SUSSEX STREET, ST. PETER'S STREET TO MARIN BOULEVARD, MONDAY AND THURSDAY, 10:00 A.M. TO NOON AND ON THE SOUTH SIDE, FROM MARIN BOULEVARD TO GROVE STREET, TUESDAY AND FRIDAY, 10:00 A.M. TO NOON; ARTICLE VII (METERED PARKING) SECTION 332-48 (DESIGNATION OF PARKING SPACES) DESIGNATING ON STREET PARKING METER ZONES ON SUSSEX STREET, SOUTH SIDE, BEGINNING 51 FEET WEST OF MARIN BOULEVARD TO 60 FEET WEST AND ON THE NORTH SIDE, BEGINNING 56 FEET WEST OF MARIN BOULEVARD TO 60 FEET WEST; AND ARTICLE VIII (PERMIT PARKING), SECTION 332-58 (PARKING RESTRICTIONS IN RESIDENTIAL ZONES) CREATING ZONE 15 FOR THE STREETS IN LIBERTY HARBOR NORTH, GROVE STREET, MORRIS BOULEVARD TO SUSSEX STREET; MARIN BOULEVARD, SOUTHERN TERMINUS TO GRAND STREET; MORRIS BOULEVARD, MARIN BOULEVARD TO GROVE STREET; ST. PETER'S STREET, MORRIS BOULEVARD TO SUSSEX STREET AND SUSSEX STREET, MARIN BOULEVARD TO GROVE STREET; MONDAY THROUGH FRIDAY, WITH A THREE HOUR LIMIT BETWEEN THE HOURS OF 8:00 A.M. TO 11:00 P.M. AND REPEALING MARIN BOULEVARD FROM THE SOUTHERN TERMINUS TO GRAND STREET FROM ZONE 1 AND INSERTING IT INTO ZONE 15

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

To designate parking restrictions, such as "no parking any time"; "no parking certain hours"; "Zone 15 Residential Permit Parking"; "parking restrictions for street cleaning purposes" and "metered parking" and designate "stop intersections" and "one way streets" on the newly dedicated streets in Gull's Cove (Liberty Harbor North).

The newly dedicated streets are:

Sussex Street between Marin Boulevard and Gove Street
 Grove Street between Sussex Street and Morris Boulevard
 St. Peter's Street between Morris Boulevard and Sussex Street
 Morris Boulevard between Marin Boulevard and Grove Street

And repeal Marin Boulevard from the Morris Canal to Grand Street from the Zone 1 residential permit parking program and include it in the newly created Zone 15, three (3) hour residential permit parking

I certify that all the facts presented herein are accurate.

Director of Traffic & Transportation

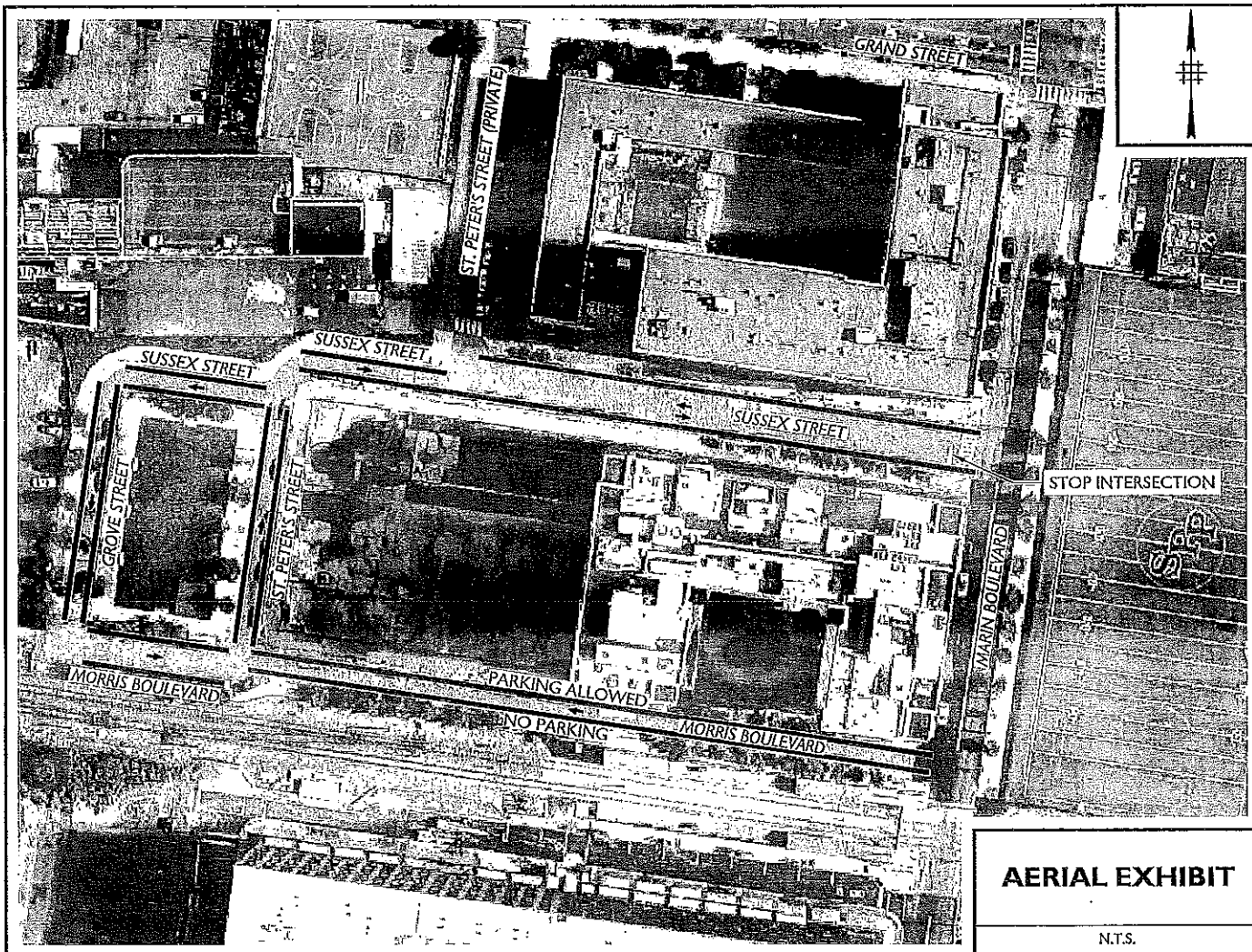
Signature of Department Director

Date

Date

3/14/15

3/6/16



AERIAL EXHIBIT

N.T.S.

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 16-063 3.D APR 13 2016 4.C APR 27 2016

TITLE:

An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) Section 332-5 (One-Way Streets) designating Grove Street one way south, Sussex Street to Morris Boulevard to Morris Boulevard, north of LRT Station Median, one way west, Marin Boulevard to St. Peter's Street and one way east, Grove Street to St. Peter's Street; St. Peter's Street one way north, Morris Boulevard to Sussex Street and Sussex Street one way east, St. Peter's Street clockwise to St. Peter's Street and one way west, St. Peter's Street to Grove Street; Section 332-9 (Stop Intersections) designating Marin Boulevard and Sussex Street as a stop intersection, stopping Sussex Street; and supplementing Article III (Parking, Standing and Stopping) Section 332-22 (Parking Prohibited at All Times) designating no parking any time on Grove Street, west side, Sussex Street to Morris Boulevard; Morris Boulevard, the westbound median curb, Marin Boulevard to St. Peter's Street; St. Peter's Street, west side, Morris Boulevard to Sussex Street and Sussex Street, north side, St. Peter's Street to Grove Street; Section 332-24 (Parking Prohibited Certain Hours) designating no parking on Morris Boulevard, north side; 35 feet west of Marin Boulevard to 88 feet west, Monday through Friday, 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. and beginning 88 feet west of Marin Boulevard to 25 feet west, Monday through Friday, 7:00 a.m. to 6:00 p.m. and Section 332-31 (Parking Restrictions for Street Cleaning Purposes) prohibiting parking for street cleaning purposes on the east side of Grove Street, Morris Boulevard to Sussex Street, Monday and Thursday, 10:00 a.m. to Noon; the north side of Morris Boulevard, Marin Boulevard to Grove Street, Monday and Thursday, 10:00 a.m. to Noon; the east side of St. Peter's Street, Morris Boulevard to Sussex Street, Monday and Thursday 10:00 a.m. to Noon and on the north side of Sussex Street, St. Peter's Street to Marin Boulevard, Monday and Thursday, 10:00 a.m. to Noon and on the south side, from Marin Boulevard to Grove Street, Tuesday and Friday, 10:00 a.m. to Noon; Article VII (Metered Parking) Section 332-48 (Designation of Parking Spaces) designating on street parking meter zones on Sussex Street, south side, beginning 51 feet west of Marin Boulevard to 60 feet west and on the north side, beginning 56 feet west of Marin Boulevard to 60 feet west; and Article VIII, (Permit Parking), Section 332-58 (Parking Restrictions in Residential Zones) creating Zone 15 for the streets in Liberty Harbor North, Grove Street, Morris Boulevard to Sussex Street; Marin Boulevard, Southern Terminus to Grand Street; Morris Boulevard, Marin Boulevard to Grove Street; St. Peter's Street, Morris Boulevard to Sussex Street and Sussex Street, Marin Boulevard to Grove Street; Monday through Friday, with a three hour limit between the hours of 8:00 a.m. to 11:00 p.m. and repealing Marin Boulevard from the Southern Terminus to Grand Street from Zone 1 and inserting it into Zone 15.

RECORD OF COUNCIL VOTE ON INTRODUCTION

APR 13 2016 9-0

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING

APR 27 2016

Councilperson RIVERA moved, seconded by Councilperson RAMCHAL to close P.H. 8-0

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote KRISTY HOMAN

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE

APR 27 2016 8-0

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

APR 13 2016

Adopted on first reading of the Council of Jersey City, N.J. on _____

APR 27 2016

Adopted on second and final reading after hearing on _____

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on APR 27 2016.

Robert Byrne
Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date APR 27 2016

APPROVED:

Steven M. Fulop, Mayor

Date APR 29 2016

Date to Mayor APR 28 2016

City Clerk File No. Ord. 16.064

Agenda No. 3. E 1st Reading

Agenda No. 4. D 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.064

TITLE:

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO RENEW THE LEASE WITH RIVERVIEW NEIGHBORHOOD ASSOCIATION FOR THE USE OF BLOCK 5202, LOTS 26 & 27, FOR A COMMUNITY GARDEN

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City ("the City") is a Municipal Corporation of the State of New Jersey, with offices located at City Hall, 280 Grove Street in Jersey City; and

WHEREAS, the City is authorized to enter into lease agreements for nominal consideration with non-profit corporations or associations for the use of vacant lots and open spaces for gardening or recreation purposes pursuant to N.J.S.A. 40 A:12-14(c) and N.J.S.A. 40 A:12-15(j); and

WHEREAS, the City adopted Ordinance 96-123, subsequently amended by Ordinances 01-109 and 11-019, which authorized the establishment of an "Adopt-a-Lot" Program; and

WHEREAS, the City owns Block 5202, Lots 26 & 27 on the official tax map of the City; and

WHEREAS, Block 5202, Lots 26 & 27 are located at the southern terminus of Ogden Avenue and these lots are suitable for gardening and such use will transform these vacant lots which are currently filled with weeds and debris and improve and enhance the area; and

WHEREAS, the Riverview Neighborhood Association, is a 501(c)(3) non-profit corporation based in Jersey City which has been leasing Block 5202, Lots 26 & 27 pursuant to the City's "Adopt A Lot Program" in order to create a community garden thereon; and

WHEREAS, the Riverview Neighborhood Association's lease is set to expire on April 30, 2016; and

WHEREAS, the Riverview Neighborhood Association wishes to renew the lease for another one (1) year term in order to continue operating a community garden at 5202, Lots 26 & 27 pursuant to the City's "Adopt A Lot Program"; and

WHEREAS, the Riverview Neighborhood Association ("the Lessee") understand that the properties leased to non-profit corporations or associations participating in the City's "Adopt-a-Lot" program are to be used for gardening and for no other purpose whatsoever; and in particular may not be used for any commercial, business trade, manufacture, wholesale, retail or any other profit-making enterprises; and

WHEREAS, the Lessee also understands that it must submit an annual report to the officer, employee or agency designated by the governing body, setting out the use to which the leasehold was put during each year, the activities of the lessee undertaken in furtherance of the public purpose for which the leasehold was granted; the approximate value or cost, if any, of such activities in furtherance of such purpose; and an affirmation of the continued tax-exempt status of the nonprofit corporation pursuant to both State and federal law; and

WHEREAS, the lease term will be for one (1) year beginning as of May 1, 2016 and ending April 30, 2017 subject to the City's right to terminate the lease at its convenience without cause by providing ninety (90) days prior notice; and

WHEREAS, the consideration for the lease shall be one dollar (\$1.00) a year and other good and valuable considerations; and

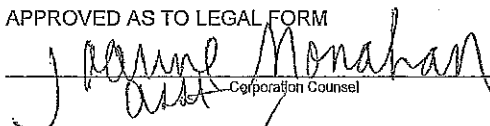
NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The Business Administrator is hereby authorized to execute a lease of Block 5202, Lots 26 & 27 on the official tax map of the City with the Riverview Neighborhood Association, for the purpose of creating a community garden thereon through the City's "Adopt A Lot Program".
 2. The term of the Lease Agreement shall be one (1) year commencing as of May 1, 2016 and terminating on April 30, 2017 one dollar (\$1.00) a year.
 3. The form of the Lease is attached hereto and shall be subject to any such modification as may be deemed necessary or appropriate by the Corporation Counsel or Business Administrator.
- A. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- B. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This Ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

Note: All new material is underlined; words ~~struck through~~ are omitted. For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

JJH 4/3/16

APPROVED AS TO LEGAL FORM




Jaime Monahan
Corporation Counsel

Certification Required ☐
Not Required ☒

APPROVED: _____

APPROVED: _____



Business Administrator

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO RENEW THE LEASE WITH RIVERVIEW NEIGHBORHOOD ASSOCIATION FOR THE USE OF BLOCK 5202, LOTS 26 & 27, FOR A COMMUNITY GARDEN

Initiator

Department/Division	Health & Human Services	Office of the Director
Name/Title	Stacey L. Flanagan	Director
Phone/email	201-547-6800	sflanagan@jcnj.org

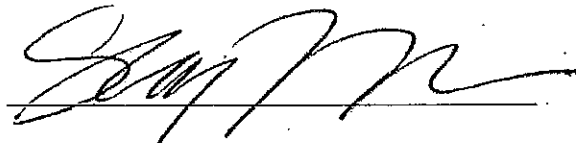
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

This Ordinance authorizes the City to renew the lease of Block 5202, Lots 26 & 27 with Riverview Neighborhood Association, a 501(c)(3) non-profit organization, for an additional year to continue using the lot for a community garden.

The Lessee understands that the property is to be used for gardening and for no other purpose whatsoever and may not be used for any commercial, business trade, manufacture, wholesale, retail or any other profit-making enterprises. The Lessee also understands that it must submit an annual report to the Department of Health & Human Services, setting out the use to which the leasehold was put during each year, the activities of the lessee undertaken in furtherance of the public purpose for which the leasehold was granted; the approximate value or cost, if any, of such activities in furtherance of such purpose; and an affirmation of the continued tax-exempt status of the nonprofit corporation pursuant to both State and federal law.

I certify that all the facts presented herein are accurate.



March 28, 2016

Date

Stacey L. Flanagan
Director

Department of Health & Human Services



ADOPT-A-LOT LEASE

This Lease is issued by the City of Jersey City "City" to _____ ("Lessee") with offices located at _____ for the operation of an Adopt-A-Lot Garden located at _____ (address) on Block _____ and Lot(s) _____ ("the Garden"). This Lease shall be administered jointly by the Department of Health and Human Services ("HHS") and the Department of Public Works ("DPW") through the Adopt-A-Lot Program Officer ("Officer"), with an office located at 199 Summit Avenue, Jersey City, New Jersey 07306.

1. Term

This Lease is issued to Lessee for a term (the "Term") of one (1) year beginning _____ and ending _____ unless terminated earlier. The Lease may be renewed by the Municipal Council upon the recommendation of the Adopt-A-Lot Program Officer provided that the Lessee meets the obligations set forth in this Lease.

2. Notices and Contact Person

All correspondence, including notices of non-compliance, shall be sent to the person designated as the "Contact Person" by the Lessee.

Lessee: _____

Contact Person for Lessee: _____

Address: _____

Telephone numbers:

Day: _____

Evening: _____

Weekend: _____

Email address: _____

Lessee shall promptly notify the Adopt-A-Lot Program Officer of any change in the contact information provided above. Notice to the listed Contact Person shall be deemed notice to the Lessee.

3. Obligations of Lessee/Use of Premises

- A. This Lease is specifically entered into for the purpose of Lessee's designing and cultivating a plant garden and thereafter maintaining that garden and all plants and structures contained therein (including, but not limited to, the City-supplied shed, all the tools contained therein, any fence, raised plant beds, planters, tables, benches, and other ornamental items) in a safe and orderly condition.
- i. Before entering in to a Lease, the prospective Lessee shall notify the Adopt-A-Lot Program Officer to arrange for an inspection the premises for the purpose of locating, and, if feasible, removing any dangerous debris, undergrowth, garbage, or other dangerous materials. If the Adopt-A-Lot Program Officer determines that a dangerous condition exists on the premises that cannot be remedied at a cost deemed reasonable by the Adopt-A-Lot Program Officer, then the City shall refuse to consummate the Lease.
 - ii. If a Lease is executed, the Lessee agrees to take possession of the following City-owned equipment for the exclusive use of the Lessee during the duration of the Lease. This equipment shall remain on the leased property at all times and shall be returned to the City in reasonably good condition at the expiration of the Lease.

One (1) Garden Shed which will contain the following:

- One (1) Wheelbarrow
- Five (5) Poly leaf rakes
- Five (5) Garden spades (20 inch)
- Five (5) Garden shears (5.5 inch)
- Five (5) Hand-held gardening forks
- Five (5) Pitchforks
- Five (5) Hand-held trowels (steel)
- Five (5) Hand-held garden cultivators
- Five (5) Loppers (28 inch)
- Five (5) Pairs of gardening gloves

- B. Within two months of the issuance of this Lease, or sooner if applicable, Lessee agrees to do the following:
- a. At least two representatives, one being the Contact Person, shall attend an educational workshop, and shall submit proof of such attendance to Adopt-A-Lot Program Officer.

- b. Lessee shall post a sign provided by DPW at the Garden explaining that the Garden is a part of the Adopt-A-Lot Program.
 - c. Lessee shall register the Garden with the City's Adopt-A-Lot Jersey City online Green Map.
- C. Within six months of the issuance of this Lease, or sooner if applicable, Lessee agrees to the following:
 - a. Lessee shall design and install a plant garden.
 - b. Lessee shall nurture and develop the plants in the Garden, including watering, fertilizing, pruning, weeding, and harvesting as required. Any spray or liquid fertilizers or herbicides must be approved by DPW, and notice given to DPW prior to application. DPW reserves the right to determine and prohibit an environmentally harmful fertilizer or herbicide.
 - c. Gardens are required to post signage listing open hours, a schedule of planned activities, and information on how to join the garden, along with the name and telephone number of the Lessee's contact person and/or the Officer.
 - d. Lessee shall open the Garden to the public, as required by Section 8.
 - e. Lessee shall make gardening plots available to the public on a first come first serve basis, through the use of a waiting list to be posted at the Garden.
- D. Upon execution of the Lease, the Lessee agrees to the following:
 - a. Lessee shall maintain the Garden in a safe condition and take care of all plants and structures contained therein, including all fences, raised beds, tables, benches, and ornamental items.
 - b. Lessee shall keep sidewalks, passageways, and curbs adjacent to and within the Garden clean and free from snow, ice, garbage, debris, and other obstructions.
 - c. Lessee shall comply with all applicable laws, rules, and regulations of the United States, the State of New Jersey, and the City of Jersey City, and with other such rules, regulations, orders, terms and conditions as may be set or required by the Adopt-a-Lot program to the extent that they relate to the gardening activities under this Lease or are otherwise applicable to the Lease.
 - d. Lessee shall arrange for the provision of, and pay for any utilities, with the exception of water, necessary for the performance of the activities described herein; provided

however that Lessee shall neither cause nor permit the installation of any such utilities without the prior written approval of the Adopt-A-Lot Program Officer.

- e. Provide two reports each year to the Adopt-A-Lot Program Officer, one in June and one in December, containing the current status of the Garden including, but not limited to, a current color photo, a list of current Garden members, and any current concerns or problems that the Lessee believes the Adopt-A-Lot Program Officer should be made aware of or a problem fulfilling any of the requirements specified in this lease.
- f. Lessee shall continually update City's Adopt-A-Lot Jersey City online Green Map with all events, fundraisers, and public hours.
- g. Lessee shall participate in an annual "Green Your Block" program. Lessee shall notify the Adopt-A-Lot Program Officer with the date and time of the event, as well as post notice of the event at the Garden and on the City's Adopt-A-Lot Jersey City online Green Map.
- h. Lessee shall notify the to the Adopt-A-Lot Program Officer of any administrative or operational matters constituting any loss, injury, damage or violation within the garden within three days of such occurrence by contacting the to the Adopt-A-Lot Program Officer.

4. Restrictions on Lessee

Lessee agrees to the following restriction on the use of the Garden:

- A. No permanent improvements on the Garden. This prohibition includes but is not limited to paving the Garden concrete, asphalt or other materials.
- B. The Lessee shall make no alterations, additions, or improvements to the Garden without the prior written consent of the to the Adopt-A-Lot Program Officer.
- C. No permanent structures or murals or other permanent works of art may be built in the Garden without permission from the Adopt-A-Lot Program Officer, and, where applicable, the DPW, Jersey City Building Department and the Jersey City Division of Cultural Affairs.
- D. No automobiles, trucks, or other motorized vehicles may be stored or parked at any time in the Garden.
- E. There shall be a minimum of five (5) Garden members at all times.
- F. No persons shall be allowed to reside in the Garden.
- G. No animals (including dogs or cats) shall reside in the Garden.

- H. No drugs or alcohol may be used, consumed, stored, sold, or distributed in the Garden.
- I. Garden shall not be used for any commercial purpose (including, but not limited to, the sale or advertisement of any goods or services); provided, however, that the City may allow, with prior notice to the Officer, Fundraising events at the Garden solely for the purposes of supporting the operation of the Garden. All agricultural produce cultivated at the Garden may be sold offsite at a designated Jersey City Farmer's Market.
- J. Lessee shall not create nor suffer to be created any nuisance or danger to public safety in or around the Garden. Lessee shall not cause nor permit the accumulation of garbage or debris in the Garden. Lessee shall not commit or cause any waste of or to the Garden.
- K. Lessee shall not sub-let the demised premises for gardening or recreational purposes pursuant to N.J.S.A. 40A12-15(I). Lessee shall not use or permit the premises to be used for any other purpose without the prior written consent of the City endorsed hereon.
- L. Lessee may not discriminate in any way against any person on grounds of race, creed, religion, color, sex, age, national origin, disability, marital status, or sexual orientation.
- M. Lessee may not cause or permit gambling or any activities related to gambling in the Garden, or the use of the Garden for any illegal purpose.
- N. If Lessee ceases to use the property for gardening or recreational purposes, the City shall have the right to terminate the lease upon giving ten (10) days written notice to Lessee prior to the effective date of termination.
- O. Lessee shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or similar substances or explosives of any kind or any substances or items prohibited in the standard policies of insurance companies in the State of New Jersey.
- P. Lessee shall not abandon the Garden.

5. Failure to Comply with Restriction and Termination

If Lessee violates any covenant or conditions of this Lease or of the rules established by the City, and upon failure to discontinue such violation within ten (10) days after notice to the Lessee, this Lease shall, at the option of the City, become void. Notwithstanding the above, the City may terminate this Lease without advance notice for any of the following reasons:

1. Use of the Garden for any illegal purpose, including, but not limited to use of drugs, alcohol, gambling, or other illegal activity, or conspiracy to commit same;

2. Creation of danger to the neighborhood, whether through inadequate sanitation, including accumulation of garbage, existence of a fire hazard, or any other condition which may cause harm to the Garden or other persons or property in its vicinity;

3. the City ceases to be the fee owner of the Garden.

The City shall have the right to terminate the Lease at its convenience without cause by giving written notice sixty (60) days prior to the effective date of termination. The City shall have no liability of any nature whatsoever by reason of such termination.

6. Access

A. Gardens are required to keep their gates open for a minimum of twenty (20) hours per week from the first day of May through and including the thirtieth day of November. This can be achieved through posted open hours, community events, workdays, workshops, and all activities that keep gardens open and accessible to the public. Gardens are required to post signage listing open hours, a schedule of planned activities, information on how to join the Garden, along with the name and telephone number of the Lessee's contact person and the Adopt-A-Lot Program Officer. The Adopt-A-Lot Program Officer may conduct spot checks to see that the required public access is maintained, and if the Garden is not open at the designated time, the City may terminate this Lease.

B. The City and its representatives, i.e. the DPW, the Police and Fire Departments, and other City agency representatives shall have access to the leased premises at all times for any purpose.

7. Return of City Property and Surrender of the Garden

Lessee shall surrender the premises at the end of the term in as good condition as reasonable use will permit. In the event that the lease is terminated or expires, the Lessee shall remove all temporary improvements installed on the property by the Lessee at its own cost or expense. Lessee shall also return all tools referenced in Section 3(A)(ii) of this Lease and other unused items provided by the City, to DPW within thirty days of receipt of a notice of termination.

If the Lessee shall remain in the premises after the expiration of the term of this Lease without having executed a new written Lease with the City, such holding over shall not constitute a renewal or extension of this Lease. The City may treat the Lessee as one who has not removed at the end of his/her term, and thereupon be entitled to all remedies against the Lessee provided by law in that situation, or the City may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof.

8. Indemnification

The Lessee shall indemnify and hold the City and its officers, agents and employees harmless from any and all claims or personal injury, and property damage arising out of the Lessee's occupancy and use of the leased premises.

9. Risk Upon Lessee

The expenditures for gardening activities to be undertaken at Garden are to be made solely and exclusively at the risk and sole cost and expense of Lessee, and no part thereof is, or shall be, reimbursable by the City for any reason whatsoever. The gardening activities to be performed pursuant to this Lease were not and are not directed by the City, and the City assumes no obligation or responsibility nor shall have any liability, for any expenditure made hereunder.

10. Modification

This Lease shall not be modified or extended except in writing and when signed by both the City and Lessee. This instrument shall not be changed orally.

11. Conflict of Interest

Lessee warrants that no officer, agent, employee, or representative of the City of Jersey City has received any payment or other consideration for the making of this Lease and that no officer, agent, employee, or representative of the City has any personal financial interest, directly or indirectly, in this Lease.

12. Assignment

Lessee shall not sell, assign, mortgage or otherwise transfer, or sublicense any interest or right provided for herein, nor shall this Lessee be transferred by operation of law, it being the purpose and spirit of this agreement to grant this Lessee a privilege solely to the Lessee named herein.

13. Employees

All experts, consultants, volunteers or employees of Lessee who are employed by or volunteer their services to Lessee to perform work under this Lease are neither employees of the City nor under contract to the City and Lessee alone is responsible for their work, direction, compensation and personal conduct while engaged under this Lease. Nothing in this Lease shall impose any liability or duty to the City for acts, omissions, liabilities or obligations of Lessee or any person, firm, company, agency, association, corporation or organization engaged by Lessee as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of for taxes of any nature including but not limited to unemployment insurance, workers' compensation, disability benefits and social security.

12. Waiver, Release and Consent Agreement

Prior to accessing or using the land, equipment or facilities provided, Lessee agrees to sign the "JERSEY CITY ADOPT-A-LOT WAIVER AND RELEASE OF LIABILITY/MEDICAL AUTHORIZATION & CONSENT" agreement provided by the City. Failure to do so constitutes a breach of this Agreement and, in particular, voids the promise by the City to indemnify Lessee as described in Section 8.

13. Representation

This lease contains the entire contract between the parties. No representative, agent, or employee of the City has been authorized to make any representations or promises with reference to the

within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and Tenant.

12. Severability

If any provision(s) of this Lease is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

13. Choice of Law

This agreement shall be governed by and constructed in accordance with the laws of the State of New Jersey. Any dispute arising under or in connection with this agreement or related to any matter which is the subject of this agreement shall be subject to the exclusive jurisdiction of the State and/or Federal courts located in New Jersey.

IN WITNESS WHEREOF, the parties hereto have cause this to be signed and sealed.

THE CITY OF JERSEY CITY

ADOPT-A-LOT PROGRAM OFFICER

ATTEST: _____

CITY CLERK

DATE: _____

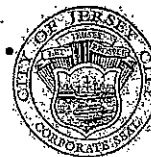
LESSEE

ATTEST: _____

AUTHORIZING OFFICIAL/TITLE

DATE: _____

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 16.064
TITLE: 3.E APR 13 2016 4.D

APR 27 2016

An ordinance authorizing the City of Jersey City to renew the lease with Riverview Neighborhood Association for the use of Block 5202, Lots 26 & 27, for a Community Garden.

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 13 2016 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING APR 27 2016 8-0											
Councilperson <u>WATTERMANN</u> moved, seconded by Councilperson <u>LAVARRO</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.—Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted _____											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE APR 27 2016 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.—Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on APR 13 2016
Adopted on second and final reading after hearing on APR 27 2016

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on APR 27 2016

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date APR 27 2016

APPROVED:

Steven M. Fulop, Mayor
Date APR 29 2016

Date to Mayor APR 28 2016

City Clerk File No. Ord. 16.065
Agenda No. 3.F 1st Reading
Agenda No. 4.E. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.065

TITLE:

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO RENEW THE LEASE WITH RIVERVIEW COMMUNITY GARDEN FOR THE USE OF BLOCK 3002, LOT 2, MORE COMMONLY KNOWN AS 285 OGDEN AVENUE, FOR A COMMUNITY GARDEN

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City ("the City") is a Municipal Corporation of the State of New Jersey, with offices located at City Hall, 280 Grove Street in Jersey City; and

WHEREAS, the City is authorized to enter into lease agreements for nominal consideration with non-profit corporations or associations for the use of vacant lots and open spaces for gardening or recreation purposes pursuant to N.J.S.A. 40 A:12-14(c) and N.J.S.A. 40 A:12-15(j); and

WHEREAS, the City adopted Ordinance 96-123, subsequently amended by Ordinances 01-109 and 11-019, which authorized the establishment of an "Adopt A Lot" Program; and

WHEREAS, the City owns Block 3002, Lot 2 on the official tax map of the City and which is more commonly known as 285 Ogden Avenue; and

WHEREAS, the Riverview Community Garden is a 501(c)(3) non-profit corporation with offices located at 30 Zabriskie Street in Jersey City and which has been leasing Block 3002, Lot 2 from the City pursuant to the City's "Adopt A Lot Program" in order to use the lot for a community garden; and

WHEREAS, the Riverview Community Garden's lease is set to expire on April 30, 2016; and

WHEREAS, the Riverview Community Garden wishes to extend the lease for another one (1) year term in order to continue operating a community garden at 285 Ogden Avenue pursuant to the City's "Adopt A Lot Program"; and

WHEREAS, the Riverview Community Garden ("the Lessee") understand that the properties leased to non-profit corporations or associations participating in the City's "Adopt a Lot" program are to be used for gardening and for no other purpose whatsoever; and in particular may not be used for any commercial, business trade, manufacture, wholesale, retail or any other profit-making enterprises; and

WHEREAS, the Lessee also understands that it must submit an annual report to the officer, employee or agency designated by the governing body, setting out the use to which the leasehold was put during each year, the activities of the lessee undertaken in furtherance of the public purpose for which the leasehold was granted; the approximate value or cost, if any, of such activities in furtherance of such purpose; and an affirmation of the continued tax-exempt status of the nonprofit corporation pursuant to both State and federal law; and

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO RENEW THE LEASE WITH RIVERVIEW COMMUNITY GARDEN FOR THE USE OF BLOCK 3002, LOT 2, MORE COMMONLY KNOWN AS 285 OGDEN AVENUE, FOR A COMMUNITY GARDEN

WHEREAS, the lease term will be for one (1) year beginning as of May 1, 2016 and ending April 30, 2017 subject to the City's right to terminate the lease at its convenience without cause by providing ninety (90) days prior notice; and

WHEREAS, the consideration for the lease shall be one dollar (\$1.00) a year and other good and valuable considerations; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The Business Administrator is hereby authorized to execute a lease of Block 3002, Lot 2 on the official tax map of the City and more commonly known as 285 Ogden Avenue, with the Riverview Community Garden for the purpose of creating a community garden thereon through the City's "Adopt A Lot Program".
 2. The term of the Lease Agreement shall be one (1) year commencing as of May 1, 2016 and terminating on April 30, 2017 one dollar (\$1.00) a year.
 3. The form of the Lease is attached hereto as Exhibit "A" and shall be subject to any such modification as may be deemed necessary or appropriate by the Corporation Counsel or Business Administrator.
- A. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- B. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This Ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

Note: All new material is underlined; words ~~struck through~~ are omitted. For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

JJH 4/3/16


APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required ☐
Not Required ☒

APPROVED: _____

APPROVED: _____


Business Administrator

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO RENEW THE LEASE WITH RIVERVIEW COMMUNITY GARDEN FOR THE USE OF BLOCK 3002, LOT 2, MORE COMMONLY KNOWN AS 285 OGDEN AVENUE, FOR A COMMUNITY GARDEN

Initiator

Department/Division	Health & Human Services	Office of the Director
Name/Title	Stacey L. Flanagan	Director
Phone/email	201-547-6800	sflanagan@jcnj.org

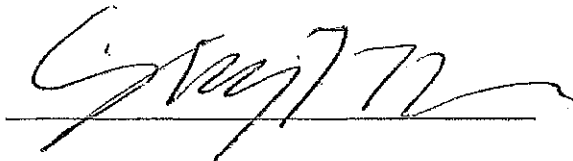
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

This Ordinance authorizes the City to renew the lease of 285 Ogden Avenue with Riverview Community Garden, a 501(c)(3) non-profit organization, for an additional year to continue using the lot for a community garden.

The Lessee understands that the property is to be used for gardening and for no other purpose whatsoever and may not be used for any commercial, business trade, manufacture, wholesale, retail or any other profit-making enterprises. The Lessee also understands that it must submit an annual report to the Department of Health & Human Services, setting out the use to which the leasehold was put during each year, the activities of the lessee undertaken in furtherance of the public purpose for which the leasehold was granted; the approximate value or cost, if any, of such activities in furtherance of such purpose; and an affirmation of the continued tax-exempt status of the nonprofit corporation pursuant to both State and federal law.

I certify that all the facts presented herein are accurate.



March 28, 2016
Date

Stacey L. Flanagan
Director
Department of Health & Human Services



ADOPT-A-LOT LEASE

This Lease is issued by the City of Jersey City "City" to _____ ("Lessee") with offices located at _____ for the operation of an Adopt-A-Lot Garden located at _____ (address) on Block _____ and Lot(s) _____ ("the Garden"). This Lease shall be administered jointly by the Department of Health and Human Services ("HHS") and the Department of Public Works ("DPW") through the Adopt-A-Lot Program Officer ("Officer"), with an office located at 199 Summit Avenue, Jersey City, New Jersey 07306.

1. Term

This Lease is issued to Lessee for a term (the "Term") of one (1) year beginning _____ and ending _____ unless terminated earlier. The Lease may be renewed by the Municipal Council upon the recommendation of the Adopt-A-Lot Program Officer provided that the Lessee meets the obligations set forth in this Lease.

2. Notices and Contact Person

All correspondence, including notices of non-compliance, shall be sent to the person designated as the "Contact Person" by the Lessee.

Lessee: _____

Contact Person for Lessee: _____

Address: _____

Telephone numbers:

Day: _____

Evening: _____

Weekend: _____

Email address: _____

Lessee shall promptly notify the Adopt-A-Lot Program Officer of any change in the contact information provided above. Notice to the listed Contact Person shall be deemed notice to the Lessee.

3. Obligations of Lessee/Use of Premises

- A. This Lease is specifically entered into for the purpose of Lessee's designing and cultivating a plant garden and thereafter maintaining that garden and all plants and structures contained therein (including, but not limited to, the City-supplied shed, all the tools contained therein, any fence, raised plant beds, planters, tables, benches, and other ornamental items) in a safe and orderly condition.
- i. Before entering in to a Lease, the prospective Lessee shall notify the Adopt-A-Lot Program Officer to arrange for an inspection the premises for the purpose of locating, and, if feasible, removing any dangerous debris, undergrowth, garbage, or other dangerous materials. If the Adopt-A-Lot Program Officer determines that a dangerous condition exists on the premises that cannot be remedied at a cost deemed reasonable by the Adopt-A-Lot Program Officer, then the City shall refuse to consummate the Lease.
 - ii. If a Lease is executed, the Lessee agrees to take possession of the following City-owned equipment for the exclusive use of the Lessee during the duration of the Lease. This equipment shall remain on the leased property at all times and shall be returned to the City in reasonably good condition at the expiration of the Lease.

One (1) Garden Shed which will contain the following:

- One (1) Wheelbarrow
- Five (5) Poly leaf rakes
- Five (5) Garden spades (20 inch)
- Five (5) Garden shears (5.5 inch)
- Five (5) Hand-held gardening forks
- Five (5) Pitchforks
- Five (5) Hand-held trowels (steel)
- Five (5) Hand-held garden cultivators
- Five (5) Loppers (28 inch)
- Five (5) Pairs of gardening gloves

- B. Within two months of the issuance of this Lease, or sooner if applicable, Lessee agrees to do the following:
- a. At least two representatives, one being the Contact Person, shall attend an educational workshop, and shall submit proof of such attendance to Adopt-A-Lot Program Officer.

- b. Lessee shall post a sign provided by DPW at the Garden explaining that the Garden is a part of the Adopt-A-Lot Program.
 - c. Lessee shall register the Garden with the City's Adopt-A-Lot Jersey City online Green Map.
- C. Within six months of the issuance of this Lease, or sooner if applicable, Lessee agrees to the following:
 - a. Lessee shall design and install a plant garden.
 - b. Lessee shall nurture and develop the plants in the Garden, including watering, fertilizing, pruning, weeding, and harvesting as required. Any spray or liquid fertilizers or herbicides must be approved by DPW, and notice given to DPW prior to application. DPW reserves the right to determine and prohibit an environmentally harmful fertilizer or herbicide.
 - c. Gardens are required to post signage listing open hours, a schedule of planned activities, and information on how to join the garden, along with the name and telephone number of the Lessee's contact person and/or the Officer.
 - d. Lessee shall open the Garden to the public, as required by Section 8.
 - e. Lessee shall make gardening plots available to the public on a first come first serve basis, through the use of a waiting list to be posted at the Garden.
- D. Upon execution of the Lease, the Lessee agrees to the following:
 - a. Lessee shall maintain the Garden in a safe condition and take care of all plants and structures contained therein, including all fences, raised beds, tables, benches, and ornamental items.
 - b. Lessee shall keep sidewalks, passageways, and curbs adjacent to and within the Garden clean and free from snow, ice, garbage, debris, and other obstructions.
 - c. Lessee shall comply with all applicable laws, rules, and regulations of the United States, the State of New Jersey, and the City of Jersey City, and with other such rules, regulations, orders, terms and conditions as may be set or required by the Adopt-a-Lot program to the extent that they relate to the gardening activities under this Lease or are otherwise applicable to the Lease.
 - d. Lessee shall arrange for the provision of, and pay for any utilities, with the exception of water, necessary for the performance of the activities described herein; provided

however that Lessee shall neither cause nor permit the installation of any such utilities without the prior written approval of the Adopt-A-Lot Program Officer.

- e. Provide two reports each year to the Adopt-A-Lot Program Officer, one in June and one in December, containing the current status of the Garden including, but not limited to, a current color photo, a list of current Garden members, and any current concerns or problems that the Lessee believes the Adopt-A-Lot Program Officer should be made aware of or a problem fulfilling any of the requirements specified in this lease.
- f. Lessee shall continually update City's Adopt-A-Lot Jersey City online Green Map with all events, fundraisers, and public hours.
- g. Lessee shall participate in an annual "Green Your Block" program. Lessee shall notify the Adopt-A-Lot Program Officer with the date and time of the event, as well as post notice of the event at the Garden and on the City's Adopt-A-Lot Jersey City online Green Map.
- h. Lessee shall notify the to the Adopt-A-Lot Program Officer of any administrative or operational matters constituting any loss, injury, damage or violation within the garden within three days of such occurrence by contacting the to the Adopt-A-Lot Program Officer.

4. Restrictions on Lessee

Lessee agrees to the following restriction on the use of the Garden:

- A. No permanent improvements on the Garden. This prohibition includes but is not limited to paving the Garden concrete, asphalt or other materials.
- B. The Lessee shall make no alterations, additions, or improvements to the Garden without the prior written consent of the to the Adopt-A-Lot Program Officer.
- C. No permanent structures or murals or other permanent works of art may be built in the Garden without permission from the Adopt-A-Lot Program Officer, and, where applicable, the DPW, Jersey City Building Department and the Jersey City Division of Cultural Affairs.
- D. No automobiles, trucks, or other motorized vehicles may be stored or parked at any time in the Garden.
- E. There shall be a minimum of five (5) Garden members at all times.
- F. No persons shall be allowed to reside in the Garden.
- G. No animals (including dogs or cats) shall reside in the Garden.

- H. No drugs or alcohol may be used, consumed, stored, sold, or distributed in the Garden.
- I. Garden shall not be used for any commercial purpose (including, but not limited to, the sale or advertisement of any goods or services): provided, however, that the City may allow, with prior notice to the Officer, Fundraising events at the Garden solely for the purposes of supporting the operation of the Garden. All agricultural produce cultivated at the Garden may be sold offsite at a designated Jersey City Farmer's Market.
- J. Lessee shall not create no suffer to be created any nuisance or danger to public safety in or around the Garden. Lessee shall not cause nor permit the accumulation of garbage or debris in the Garden. Lessee shall not commit or cause any waste of or to the Garden.
- K. Lessee shall not sub-let the demised premises for gardening or recreational purposes pursuant to N.J.S.A. 40A12-15(I). Lessee shall not use or permit the premises to be used for any other purpose without the prior written consent of the City endorsed hereon.
- L. Lessee may not discriminate in any way against any person on grounds of race, creed, religion, color, sex, age, national origin, disability, marital status, or sexual orientation.
- M. Lessee may not cause or permit gambling or any activities related to gambling in the Garden, or the use of the Garden for any illegal purpose.
- N. If Lessee ceases to use the property for gardening or recreational purposes, the City shall have the right to terminate the lease upon giving ten (10) days written notice to Lessee prior to the effective date of termination.
- O. Lessee shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naptha, or similar substances or explosives of any kind or any substances or items prohibited in the standard policies of insurance companies in the State of New Jersey.
- P. Lessee shall not abandon the Garden.

5. Failure to Comply with Restriction and Termination

If Lessee violates any covenant or conditions of this Lease or of the rules established by the City, and upon failure to discontinue such violation within ten (10) days after notice to the Lessee, this Lease shall, at the option of the City, become void. Notwithstanding the above, the City may terminate this Lease without advance notice for any of the following reasons:

- 1. Use of the Garden for any illegal purpose, including, but not limited to use of drugs, alcohol, gambling, or other illegal activity, or conspiracy to commit same;

2. Creation of danger to the neighborhood, whether through inadequate sanitation, including accumulation of garbage, existence of a fire hazard, or any other condition which may cause harm to the Garden or other persons or property in its vicinity;

3. the City ceases to be the fee owner of the Garden.

The City shall have the right to terminate the Lease at its convenience without cause by giving written notice sixty (60) days prior to the effective date of termination. The City shall have no liability of any nature whatsoever by reason of such termination.

6. Access

A. Gardens are required to keep their gates open for a minimum of twenty (20) hours per week from the first day of May through and including the thirtieth day of November. This can be achieved through posted open hours, community events, workdays, workshops, and all activities that keep gardens open and accessible to the public. Gardens are required to post signage listing open hours, a schedule of planned activities, information on how to join the Garden, along with the name and telephone number of the Lessee's contact person and the Adopt-A-Lot Program Officer. The Adopt-A-Lot Program Officer may conduct spot checks to see that the required public access is maintained, and if the Garden is not open at the designated time, the City may terminate this Lease.

B. The City and its representatives, i.e. the DPW, the Police and Fire Departments, and other City agency representatives shall have access to the leased premises at all times for any purpose.

7. Return of City Property and Surrender of the Garden

Lessee shall surrender the premises at the end of the term in as good condition as reasonable use will permit. In the event that the lease is terminated or expires, the Lessee shall remove all temporary improvements installed on the property by the Lessee at its own cost or expense. Lessee shall also return all tools referenced in Section 3(A)(ii) of this Lease and other unused items provided by the City, to DPW within thirty days of receipt of a notice of termination.

If the Lessee shall remain in the premises after the expiration of the term of this Lease without having executed a new written Lease with the City, such holding over shall not constitute a renewal or extension of this Lease. The City may treat the Lessee as one who has not removed at the end of his/her term, and thereupon be entitled to all remedies against the Lessee provided by law in that situation, or the City may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof.

8. Indemnification

The Lessee shall indemnify and hold the City and its officers, agents and employees harmless from any and all claims or personal injury, and property damage arising out of the Lessee's occupancy and use of the leased premises.

9. Risk Upon Lessee

The expenditures for gardening activities to be undertaken at Garden are to be made solely and exclusively at the risk and sole cost and expense of Lessee, and no part thereof is, or shall be, reimbursable by the City for any reason whatsoever. The gardening activities to be performed pursuant to this Lease were not and are not directed by the City, and the City assumes no obligation or responsibility nor shall have any liability, for any expenditure made hereunder.

10. Modification

This Lease shall not be modified or extended except in writing and when signed by both the City and Lessee. This instrument shall not be changed orally.

11. Conflict of Interest

Lessee warrants that no officer, agent, employee, or representative of the City of Jersey City has received any payment or other consideration for the making of this Lease and that no officer, agent, employee, or representative of the City has any personal financial interest, directly or indirectly, in this Lease.

12. Assignment

Lessee shall not sell, assign, mortgage or otherwise transfer, or sublicense any interest or right provided for herein, nor shall this Lessee be transferred by operation of law, it being the purpose and spirit of this agreement to grant this Lessee a privilege solely to the Lessee named herein.

13. Employees

All experts, consultants, volunteers or employees of Lessee who are employed by or volunteer their services to Lessee to perform work under this Lease are neither employees of the City nor under contract to the City and Lessee alone is responsible for their work, direction, compensation and personal conduct while engaged under this Lease. Nothing in this Lease shall impose any liability or duty to the City for acts, omissions, liabilities or obligations of Lessee or any person, firm, company, agency, association, corporation or organization engaged by Lessee as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of for taxes of any nature including but not limited to unemployment insurance, workers' compensation, disability benefits and social security.

12. Waiver, Release and Consent Agreement

Prior to accessing or using the land, equipment or facilities provided, Lessee agrees to sign the "JERSEY CITY ADOPT-A-LOT WAIVER AND RELEASE OF LIABILITY/MEDICAL AUTHORIZATION & CONSENT" agreement provided by the City. Failure to do so constitutes a breach of this Agreement and, in particular, voids the promise by the City to indemnify Lessee as described in Section 8.

13. Representation

This lease contains the entire contract between the parties. No representative, agent, or employee of the City has been authorized to make any representations or promises with reference to the

within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and Tenant.

12. Severability

If any provision(s) of this Lease is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

13. Choice of Law

This agreement shall be governed by and constructed in accordance with the laws of the State of New Jersey. Any dispute arising under or in connection with this agreement or related to any matter which is the subject of this agreement shall be subject to the exclusive jurisdiction of the State and/or Federal courts located in New Jersey.

IN WITNESS WHEREOF, the parties hereto have cause this to be signed and sealed.

THE CITY OF JERSEY CITY

ADOPT-A-LOT PROGRAM OFFICER

ATTEST: _____
CITY CLERK

DATE: _____

LESSEE

AUTHORIZING OFFICIAL/TITLE

ATTEST: _____

DATE: _____

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 16.065
TITLE: 3.F APR 13 2016 - 4.E

APR 27 2016

An ordinance authorizing the City of Jersey City to renew the lease with Riverview Community Garden for the use of Block 3002, Lot 2, more commonly known as 285 Ogden Avenue, for a Community Garden.

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 13 2016 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING APR 27 2016 8-0											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>WATTERMANN</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE APR 27 2016 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on APR 13 2016
Adopted on second and final reading after hearing on APR 27 2016

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on APR 27 2016

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date

APR 27 2016

APPROVED:

Steven M. Fulop, Mayor

Date

APR 29 2016

Date to Mayor

APR 28 2016

City Clerk File No. Ord. 16.066

Agenda No. 3.6 1st Reading

Agenda No. 4.F. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.066

TITLE:

ORDINANCE REAPPROPRIATING \$2,054,353.47 OF PROCEEDS OF OBLIGATIONS NOT NEEDED FOR THEIR ORIGINAL PURPOSES IN ORDER TO PROVIDE FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (NOT LESS THAN TWO-THIRDS OF ALL MEMBERS THEREOF AFFIRMATIVELY CONCURRING) AS FOLLOWS:

Section 1. Pursuant to N.J.S.A. 40A:2-39, it is hereby determined that \$2,054,353.47 of the proceeds of obligations originally made available pursuant to two bond ordinances of the City of Jersey City, in the County of Hudson, New Jersey (the "City"), namely, Section 3(a)(9) of Bond Ordinance No. 14.131 finally adopted by the Municipal Council of the City on November 12, 2014 and Sections 3(a)(4) and (5) of Bond Ordinance No. 12-042 finally adopted by the Municipal Council of the City on April 11, 2012 are no longer necessary for the purposes for which the obligations previously were authorized.

Section 2. The \$2,054,353.47 described in Section 1 and made available pursuant to N.J.S.A. 40A:2-39, comprised of \$2,025,750.09 from Bond Ordinance No. 14.131 and \$28,603.38 from Bond Ordinance No. 12-042 is hereby reappropriated as follows to provide for the following purposes and improvements:

<u>Purpose</u>	<u>Amount Reappropriated</u>
Acquisition of sweepers, mini sweepers, dump truck and Chevy Tahoes for the City Automotive Department	\$765,000.00
Acquisition by the City's Department of Public Works of a pre-fabricated steel building system to provide for storage of various City vehicles and equipment	\$140,000.00

Improvements to Ice Court Hockey Floor	\$100,000.00
Acquisition of land for the City Administration Department	\$300,000.00
Improvements to Fulton Avenue Park	\$200,000.00
General City building repairs and renovations	\$380,000.00
Acquisition of various hardware/software for the City IT Department	\$169,353.47
TOTAL	<u>\$2,054,353.47</u>

Section 3. The capital budget of the City is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services is on file with the Clerk and is available there for public inspection.

Section 4. This ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

Certification Required ☐Not Required ☒APPROVED: Donny Mann, CTOAPPROVED: Donny Mann

Business Administrator

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE REAPPROPRIATING \$2,054,353.47 OF PROCEEDS OF OBLIGATIONS NOT NEEDED FOR THEIR ORIGINAL PURPOSES IN ORDER TO PROVIDE FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY

Initiator

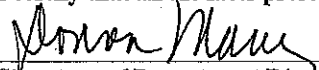
Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

This ordinance will allow the City to reappropriate capital funds that were not expended by the JCIA to various current City projects.

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/6/16
Date

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 16.066

TITLE: 3.G APR 13 2016 4.F APR 27 2016

Ordinance re-appropriating \$2,054,353.47 of proceeds of obligations not needed for their original purposes in order to provide for various capital improvements in and by the City of Jersey City, in the County of Hudson, New Jersey.

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 13 2016 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING APR 27 2016 8-0											
Councilperson <u>RIVERA</u>				moved, seconded by Councilperson <u>WATTERMANN</u> to close P.H.							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

YVONNE BALZER

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				moved to amend* Ordinance, seconded by Councilperson				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE APR 27 2016 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on APR 13 2016

Adopted on second and final reading after hearing on APR 27 2016

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on APR 27 2016

Robert Byrne
Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date APR 27 2016

APPROVED:

Steven M. Fulop, Mayor

Date APR 29 2016

Date to Mayor APR 28 2016

City Clerk File No. Ord. 16.067

Agenda No. 3.H 1st Reading

Agenda No. 4.G 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.067

TITLE: AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 9202, LOT 6, COMMONLY KNOWN BY THE STREET ADDRESS OF 25 FAYETTE AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the City of Jersey City as an area in need of rehabilitation, is authorized to adopt an ordinance to utilize tax exemptions pursuant to N.J.S.A. 40A:21-1, et seq., also known as the Five (5) Year Exemption and Abatement Law; and

WHEREAS, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060, Section 304-6 et seq. of the Municipal Code, to allow Five (5) Year Tax Exemptions; and

WHEREAS, Five (5) Year Tax Exemptions allow the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

WHEREAS, Steven & Joan O'Leary (the O'Learys) are the owners of Block 9202, Lot 6 on the City's Tax Map and more commonly known by the street address of 25 Fayette Avenue, Jersey City, New Jersey; and

WHEREAS, pursuant to N.J.S.A. 40A:21-1 et seq. and Section 304-12 of the Municipal Code, the O'Learys have applied for a five (5) year tax exemption for a newly-constructed three (3) story market-rate residential rental project with three (3) residential units and a 400 square foot parking garage suitable for two (2) parking spaces [the Project]; and

WHEREAS, construction of this Project began prior to the change in the Ordinance requiring that an application must be filed prior to the start of construction; and

WHEREAS, on August 14, 2015, the owner filed an application with the Tax Assessor to exempt the Project from taxes for five years, a copy of which is attached hereto; and

WHEREAS, the O'Learys propose to pay the City as follows:

- (a) Year 1: the tax year in which the structure will be completed, no taxes on improvements;
- (b) Year 2: the second tax year, twenty percent (20%) of the taxes on the improvements, estimated to be \$2,366;
- (c) Year 3: the third tax year, forty percent (40%) of the taxes on the improvements, estimated to be \$4,826;

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 9202, LOT 6, COMMONLY KNOWN BY THE STREET ADDRESS OF 25 FAYETTE AVENUE

- (d) Year 4: the fourth tax year, sixty percent (60%) of the taxes on the improvements, estimated to be \$7,384;
- (e) Year 5: the fifth tax year, eighty percent (80%) of the taxes on the improvements, estimated to be \$10,042;

WHEREAS, the total tax to be paid over the five year term is estimated at \$24,619; and

WHEREAS, the Tax Assessor has estimated that the full and true value of the new construction will generate an additional tax payment of \$11,597 a year; and

WHEREAS, the O'Learys have agreed that in the event the Citywide revaluation results in a decrease in the estimated amount of actual taxes otherwise due, then for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes otherwise due; and

WHEREAS, the application for tax exemption was complete and timely filed; the application was approved by the Tax Assessor and the newly constructed multiple dwelling is eligible for a tax exemption pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code; and

WHEREAS, the O'Learys will pay \$5,100 to the City's Affordable Housing Trust Fund at the rate of \$1,500 per residential unit (($\$1,500 \times \text{three (3) units} = \$4,500$) and \$1.50 per square foot of parking ($\$1.50 \times 400 \text{ square feet} = \600); and

WHEREAS, on April 5, 2016, the Tax Exemption Committee recommended the approval of the tax exemption to the Mayor.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. The application, attached hereto, for a five (5) year tax exemption pursuant to N.J.S.A. 40A:21-1 et seq. and Section 304-12 of the Municipal Code, for the full and true value of a newly constructed three (3) story market-rate rental residential project with four-hundred (400) square feet of parking (two (2) parking spaces) located on Block 9202, Lot 6 of the City's Tax Map and more commonly known by the street address of 25 Fayette Avenue, is hereby approved.
2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:
 - (a) estimated tax payment on the new improvements shall be:
 - (i) Year 1: the tax year in which the structure will be completed, no taxes on improvements;
 - (ii) Year 2: the second tax year, twenty percent (20%) of the taxes on the improvements, estimated to be \$2,366;
 - (iii) Year 3: the third tax year, forty percent (40%) of the taxes on the improvements, estimated to be \$4,826;
 - (iv) Year 4: the fourth tax year, sixty percent (60%) of the taxes on the improvements, estimated to be \$7,384;

**AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION
PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ.,
AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY
DESIGNATED AS BLOCK 9202, LOT 6, COMMONLY KNOWN BY
THE STREET ADDRESS OF 25 FAYETTE AVENUE**

- (v) Year 5: the fifth tax year, eighty percent (80%) of the taxes on the improvements, estimated to be \$10,042;

The O'Learys have agreed that in the event the Citywide revaluation results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder; during this five (5) year period, the amount due hereunder shall be calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

- (b) The project shall be subject to all federal, state and local laws, and regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A. 40A:21-11(b).
- (c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The collector forthwith ad the tax collector shall, within fifteen (15) days thereof, notify the owner of the property of the amount of taxes due.
- (d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption shall continue, and the agreement shall remain in effect.
- (e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, an receiving the full benefits of, any other tax preferences provided by law.
- (f) Affordable Housing Trust Fund: \$5,100 to the City's Affordable Housing Trust Fund at the rate of \$1,500 per residential unit (\$1,500 x three (3) units = \$4,500) and \$1.50 per square foot of parking (\$1.50 x 400 square feet = \$600).
- (g) The Construction Costs of this project are certified to be under \$25 Million and so a Project Labor Agreement (PLA) is not required as per Section 304-33 of the Municipal Code.
- (h) The Project is already construed and the property is owner occupied and managed. Consequently, there are no jobs available on this Project and therefore a Project Employment and Contracting Agreement (PECA) is not required.
3. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation Counsel or Business Administrator deems necessary.
4. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40A:21-11(d).

**AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION
PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ.,
AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY
DESIGNATED AS BLOCK 9202, LOT 6, COMMONLY KNOWN BY
THE STREET ADDRESS OF 25 FAYETTE AVENUE**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner provided by law.
- D. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JJH 4/5/16


APPROVED AS TO LEGAL FORM



Joanne Monahan
Corporation Counsel

APPROVED: _____

APPROVED: _____



Business Administrator

Certification Required ☐
Not Required ☒

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION FOR A MARKET RATE RENTAL PROJECT PURCHASED BY STEVEN AND JOAN O'LEARY UNDER THE SHORT-TERM TAX EXEMPTION LAW N.J.S.A. 40A:21-1 ET. SEQ. DESIGNATED AS BLOCK 9202 LOT 6 ON THE CITY'S TAX MAP AND KNOWN AS 25 FAYETTE AVENUE.

Initiator

Department/Division	Office of the Mayor	Office of the Deputy Mayor
Name/Title	Marcos D. Vigil	Deputy Mayor
Phone/email	201-547-6542	mvigil@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

The applicants, Steven and Joan O'Leary are applying for a five (5) year tax abatement under N.J.S.A. 40 A: 21-1 et seq. It is new construction of a three (3) story market rate residential project. The application fee of \$300 was paid.

The property is known as 25 Fayette Avenue consisting of Block 9202 Lot 6 is on Fayette Avenue between Wales and Wallis Avenues. The property will be owner occupied.

The project is a three (3) story residential rental building with two (2) three bedroom units on the two upper floors and a two bedroom unit and a two (2) car garage on the ground floor. The project is complete. Construction began prior to the change in the ordinance requiring that an application must be filed prior to the start of construction.

I certify that all the facts presented herein are accurate.

Marcos D. Vigil
Deputy Mayor

April 7, 2016

Date

TIER ONE (5 YEAR)
12/15/15 – 4/5/16
N.J.S.A. 40A:21-1 et seq.
(Multiple Dwelling, Industrial, Commercial)

TAX AGREEMENT
FIVE YEAR/NEW CONSTRUCTION

THIS AGREEMENT made on this May 17, 2016, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey 07302, and **STEVEN & JOAN O'LEARY** [Applicants/Owners], whose principal place of business is 25 Fayette Avenue, Jersey City, New Jersey 07306.

WITNESSETH:

WHEREAS, the Municipal Council has indicated by its intention to utilize the five-year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the New Jersey State Constitution and the Five-Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinances 07-146 and 14-027; and

WHEREAS, the Applicants are owners of certain property located in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 9202, Lot 6 on the Tax Assessor's Map, more commonly known by the street address of 25 Fayette Avenue and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

WHEREAS, on or about August 14, 2015, the Applicants applied for a five-year tax exemption for a three (3) story market-rate residential rental project with three (3) residential units and 400 square feet of parking pursuant to N.J.S.A. 40A:21-1 et seq. and Section 304-12 of the Municipal Code [Law]; and

WHEREAS, the City has approved the construction of the Improvements, reviewed the application, and authorized the execution of a Tax Exemption Agreement by the adoption of Ordinance 16.____ on April 27, 2016.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I: APPROVAL OF TAX EXEMPTION

The City hereby agrees to a tax exemption for the new Multiple Dwelling [Improvements] built on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq. and Ordinance 16.____ which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

ARTICLE II: IN LIEU OF TAX PAYMENTS

The Applicants agree to make estimated payments on the new Improvements, (separate and apart from taxes on the land and existing improvements which shall continue to be subject to conventional assessment and taxation and for which the Applicants shall receive no credit against the in lieu of tax payment) in lieu of full property tax payments according to the following schedule:

1. For the full calendar of Year 1, no payment in lieu of taxes;
2. For the full calendar of Year 2, twenty (20%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$2,366; and
3. For the full calendar of Year 3, forty (40%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$4,826; and
4. For the full calendar of Year 4, sixty (60%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$7,384; and
5. For the full calendar of Year 5, eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$10,042.

In the event a City-wide revaluation results in decrease in the amount of taxes otherwise due, payment hereunder shall be the higher of either the taxes estimated above or the amount of actual taxes after the City-wide revaluation.

ARTICLE III: APPLICATION FEE

The Applicants have paid the sum of three hundred dollars (\$300) to the City as an application fee.

ARTICLES IV: FEDERAL, STATE AND LOCAL LAW

The Improvements are subject to all applicable federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.

ARTICLE V: TERM OF EXEMPTION

The Tax Exemption granted shall be valid and effective for a period of five (5) full calendar years from the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. During the term of the tax exemption, the Applicants shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement

of the tax exemption, and upon expiration thereof, the Applicants shall pay full conventional taxes on the Improvements.

ARTICLE VI: REVALUE

The Applicants have agreed that in the event the revalue results in a decrease in the amount of actual taxes otherwise due, for purposes of calculating a tax payment hereunder during the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes.

ARTICLE VII: NO COUNTY EQUALIZATION AND SCHOOL AID

Pursuant to N.J.S.A. 40A:21-11(c), the percentage, which the payment in lieu of taxes for the tax exempt property bears to the property tax which would have been paid had an exemption not been granted for the property under this Agreement, shall not be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the City for determining equalization for county tax apportionment and school aid, during the term of the tax exemption agreement covering the Property. At the expiration or termination of this Agreement, the reduced valuation procedure required under the Law shall no longer apply.

ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY

If during any year prior to the termination of this Agreement, the Applicants cease to operate or dispose of the Property, or fail to meet the conditions for qualifying for tax exemption under this Agreement or pursuant to Law, then the tax which would have otherwise been payable for each and every year, shall become due and payable from the Applicants as if no exemption had been granted. The Tax Collector shall, within fifteen (15) days thereof, notify the owner(s) of the Property of the amount of taxes due.

However, with respect to the disposal of the Property, if it is determined that the new owner(s) will continue to use the Property pursuant to the conditions which qualify the Property for exemption, the tax exemption shall continue and this Agreement shall remain in full force and effect.

ARTICLE IX: AFFORDABLE HOUSING TRUST FUND CONTRIBUTION REQUIRED

A. **Contribution.** The Applicants/Owners will pay the City the sum of \$5,100 [\$1,500 x three (3) units = \$4,500 and \$1.50 per square foot of parking x 400 square feet = \$600] as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 no later than six (6) months after the date of the Tax Agreement; and

- iii. 1/3 no later than twenty-four (24) months after the date of the Tax Agreement.

ARTICLE X: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicants from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the Owners elect to terminate this tax abatement after the revalue, the Owners shall pay the City the difference of 100% of the full amount of the taxes otherwise due from the 1st year of this Agreement to the date of termination.

ARTICLE XI: PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

The Property is owner occupied and managed. Therefore; a Project Employment and Contracting Agreement (PECA) is not required.

ARTICLE XII: NOTICES

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as either party may from time to time designate in writing:

Notice to City:

Business Administrator
City Hall, 280 Grove Street
Jersey City, New Jersey 07302

Notice to Applicants:

Steven & Joan O'Leary
25 Fayette Avenue
Jersey City, New Jersey 07306

ARTICLE XIII: GENERAL PROVISIONS

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

This agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the Applicants have caused this Agreement to be executed on the date and year first above written.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

WITNESS:

STEVEN O'LEARY

Steven O'Leary, Owner

WITNESS:

JOAN O'LEARY

Joan O'Leary, Owner

DRAFT

DATE: April 5, 2016

TO: John Hallanan (For distribution to City Council and City Clerk).

FROM: Al Cameron, Fiscal Officer - Tax Collector's Office

SUBJECT: FIVE YEAR TAX ABATEMENT: Steven and Joan O'Leary –
25 Fayette Avenue - Block 9202 Lot 6

CC: M. Cosgrove, E. Borja, J. Monahan, E. Toloza, M. Vigil, R. Kakoleski, R. Lavarro, G. Corrado

INTRODUCTION:

The applicants, Steven and Joan O'Leary are applying for a five (5) year tax abatement under N.J.S.A. 40 A: 21-1 et seq. It is new construction of a three (3) story market rate residential project. The application fee of \$300 was paid.

LOCATION OF THE PROPERTY:

The property is known as 25 Fayette Avenue consisting of Block 9202 Lot 6 is on Fayette Avenue between Wales and Wallis Avenues.

PROPERTY CONSTRUCTED:

The project is a three (3) story residential rental building with two (2) three bedroom units on the two upper floors and a two bedroom unit and a two (2) car garage on the ground floor. The project is complete. Construction began prior to the change in the ordinance requiring that an application must be filed prior to the start of construction.

ESTIMATED TOTAL CONSTRUCTION COST:

The construction cost is \$274,292 and certified by Sarvinder Singh the applicant's architect.

CONSTRUCTION SCHEDULE:

The project is complete. A Certificate of Occupancy was issued on August 6, 2015. The original application was filed on August 14, 2015.

ESTIMATED JOBS CREATED

The applicant estimates three (3) jobs were created during the construction period. The project is complete and sold. The property is owner occupied and managed. Therefore; a Project Employment and Contracting Agreement is not

25 Fayette Five-yr SUM (2)

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DRAFT

necessary.

AFFORDABLE HOUSING TRUST FUND CONTRIBUTIONS:

The applicant will make an AHTF contribution based upon the rate of \$1,500 per residential unit plus \$1.50 per square foot for garage parking.

See calculation below:

25 Fayette
Avenue

		Rate	Amount
Residential Units	3	\$1,500.00	\$4,500.00
Square footage Parking Garage	400	\$1.50	\$600.00
		Total AHTF Payment	<u>\$5,100.00</u>

CURRENT REAL ESTATE TAX:

The current tax for assessment for the land is \$55,000. The current land tax at the rate of \$74.82 is \$ 4,117. All taxes are paid for properties owned by the applicant and affiliates through the First Quarter 2016.

PROPOSED ABATEMENT:

The applicant has requested a term of five (5) years for the abatement on the improvements. The Applicant will pay the full tax for the land tax in each and every year of the abatement and has proposed a phase-in of the assessment on improvements. In year one (1) the applicant proposes no taxes on improvements. In year two (2) the applicant would pay taxes on twenty percent (20%) of the improvements. The applicant would pay forty percent (40%) in year three (3), sixty percent (60%) in year four (4), Eighty percent (80%) in year five (5) and full taxes in year six (6).

PROPOSED REVENUE TO THE CITY:

The phase-in of taxes on improvements is shown in the table below:

25 Fayette Five-yr SUM (2)

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DRAFT

The total taxes payable projected for the five-year term of the abatement are \$24,618.68. The total taxes exempted for the term are \$35,733.10. The Tax Assessor estimated the final assessment based upon information provided by the Applicant. The schedule below reflects an estimated annual tax increase of two percent (2%).

Block 9202 Lot 6

Tax Projections on Improvements Only

25 Fayette Avenue						Five Year
Year	1	2	3	4	5	Totals
Current Tax Rate	74.82	76.32	77.84	79.40	80.99	
Full Tax on Improvements	11,597.10	11,829.04	12,065.62	12,306.94	12,553.07	60,351.77
Phase In %	0%	20%	40%	60%	80%	
Phase In Tax on Improvements	0.00	2,365.81	4,826.25	7,384.16	10,042.46	24,618.68
Exempted Tax	11,597.10	9,463.23	7,239.37	4,922.77	2,510.61	35,733.10

Assumes 2% Annual Tax Rate Increase

Per Tax Assessor

Assessments

Land \$55,000

Improvements \$155,000

Total \$210,000

25 Fayette Five-yr SUM (2)

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O'LEARY, STEVEN & JOAN
 BLOCK 9202 Lot 6
 25 Fayette Avenue

9202-6

Block	Lot		Existing Assessments	New Assessments	Assessment (Phased-In)
9202	6	Land	14000	55000	0
		Bldg	11000	155000	155000
		Total	25000	210000	155000

Est. In-Lieu of Full Property Tax On Such Property An
 Amount Equal To A Percentage Of Taxes Otherwise Due,
 According To The Following Schedule:

Year

1	In the first full tax year after completion, no payment in lieu of taxes otherwise due;	0
2	In the second tax year, an amount equal to 20% of conventional taxes otherwise due, estimated to be the sum of;	\$ 2,319.42
3	In the third tax year, an amount equal to 40% of conventional taxes otherwise due, estimated to be the sum of;	\$ 4,638.84
4	In the fourth tax year, an amount equal to 60% of conventional taxes otherwise due, estimated to be the sum of;	\$ 6,958.26
5	In the fifth tax year, an amount equal to 80% of conventional taxes otherwise due; estimated to be the sum of;	\$ 9,277.68

AT THE EXPIRATION OF THE EXEMPTION, THE PROJECT'S
 NEW IMPROVEMENT WILL GENERATE APPROXIMATELY THE SUM OF; \$ 11,597.10

4/4/2016 Land Tax 4,115.10
 Land & Building Tax at Completion \$ 15,712.20

FISCAL IMPACT COST PROJECTION (TIER 1 - 5 YEAR)

Block: 9202 Lot: 6 Loc: 25 FAYETTE AVE.

Market Rate Units	Demographic Multipliers (Transit Oriented Development)**					Annual Expenditures		Total Annual Expenditures		
	Number of Units	Household	Students	Residents	Students	Per Capita Municipal	Per Pupil Per School District	Municipal	School District	Total
2 Bedroom	1	2,012	0.120	2.01	0.12	\$1,181.83	\$3,445.00	\$2,377.84	\$413.40	\$2,791.24
3 Bedroom	2	2,798	0.560	5.60	1.12	\$1,181.83	\$3,445.00	\$6,613.51	\$3,858.40	\$10,471.91
TOTAL	3			7.61	1.24			\$8,991.35	\$4,271.80	\$13,263.15

1. Total Municipal Ratables	\$5,997,768,597	4. CY 2015 Budget	\$535,307,187	6. Population of Jersey City (2010 Census)	247,597	9. Increase in Services Incurred Per Development	\$	13,263.15
2. Residential Ratables	\$3,278,586,056			7. Per Capita Municipal Cost	\$1,181.83	10. Anticipated Taxes (74.82 w/ 2% Annual Increase)		
Commercial Ratables	\$1,512,274,524			8. Annual Expenditures Per Student**	\$3,445.00	1st Year	\$	4,115.10
3. Residential Ratables as a Percentage of Total Ratables	54.66%	5. Residential Portion	\$292,617,271			2nd Year	\$	6,563.21
						3rd Year	\$	9,107.60
						4th Year	\$	11,751.14
						5th Year	\$	14,496.78
						11. Implied Surplus (Cost)		
						1st Year	\$	(9,148.05)
						2nd Year	\$	(6,699.94)
						3rd Year	\$	(4,155.55)
						4th Year	\$	(1,512.02)
						5th Year	\$	1,233.62

Classic Average costing approach for projecting the impact of population change and local Municipal and School District costs

*Source: New Jersey Demographic Multipliers: Profile of the Occupants of Residential and Nonresidential Development; Listokin, November 2006

**Source: 2014-2015 Jersey City Municipal Cost Per Pupil

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 16.067

TITLE: 3.H APR 13 2016 4.G

APR 27 2016

An ordinance approving a five (5) year tax exemption pursuant to the provisions of N.J.S.A. 40A:21-1, et seq., and Section 304-9 of the Municipal Code for property designated as Block 9202, Lot 6, commonly known by the street address of 24 Fayette Avenue.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
APR 13 2016 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
APR 27 2016 8-0											
Councilperson <u>RIVERA</u> moved, seconded by Councilperson <u>LAVARRO</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
APR 27 2016 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on

APR 13 2016

Adopted on second and final reading after hearing on

APR 27 2016

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on

APR 27 2016

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date

APR 27 2016

APPROVED:

Steven M. Fulop, Mayor

Date

APR 29 2016

Date to Mayor

APR 28 2016

City Clerk File No. Res. 16.068

Agenda No. 3.1 1st Reading

Agenda No. 4.H. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.068

TITLE:

**AN ORDINANCE AMENDING CHAPTER 160 (FEES AND CHARGES)
TO INCREASE THE ANNUAL LICENSE FEES FOR PLENARY RETAIL
CONSUMPTION LICENSES AND PLENARY RETAIL DISTRIBUTION LICENSES**

COUNCIL

offered and moved adoption of the following
Ordinance:

The following amendments to Chapter 84 (Alcoholic Beverages) of the Jersey City Code are adopted:

C. Chapter 84 Alcoholic Beverages.

- (1) Annual license fee for plenary retail consumption license: ~~one thousand two hundred dollars (\$1,200.00) effective as of June 1, 2012 for the license year that begins on July 1, 2012. Additionally, this annual license fee for the license year that begins on July 1, 2013 shall be one thousand four hundred and forty dollars (\$1,440.00) as of June 1, 2013; and for the license year that begins on July 1, 2014 shall be one thousand seven hundred and twenty-eight dollars (\$1,728.00) as of June 1, 2014; two thousand and seventy three dollars (\$2,073.00) effective as of June 1, 2016 for the license year that begins on July 1, 2016.~~ Additionally, this annual license fee for the license year that begins on July 1, 2017 shall be two thousand four hundred and eighty eight dollars (\$2,488.00) as of June 1, 2017 and for the license year that begins on July 1, 2018 shall be two thousand five hundred dollars (\$2,500.00) as of June 1, 2018.
- (2) Annual license fee for plenary retail distribution license: ~~one thousand two hundred dollars (\$1,200.00) effective as of June 1, 2012 for the license year that begins on July 1, 2012. Additionally, this annual license fee for the license year that begins on July 1, 2013 shall be one thousand four hundred and forty dollars (\$1,440.00) as of June 1, 2013; and for the license year that begins on July 1, 2014 shall be one thousand seven hundred and twenty-eight dollars (\$1,728.00) as of June 1, 2014; two thousand and seventy three dollars (\$2,073.00) effective as of June 1, 2016 for the license year that begins on July 1, 2016.~~ Additionally, this annual license fee for the license year that begins on July 1, 2017 shall be two thousand four hundred and eighty eight dollars (\$2,488.00) as of June 1, 2017 and for the license year that begins on July 1, 2018 shall be two thousand five hundred dollars (\$2,500.00) as of June 1, 2018.

**AN ORDINANCE AMENDING CHAPTER 160 (FEES AND CHARGES)
TO INCREASE THE ANNUAL LICENSE FEES FOR PLENARY RETAIL
CONSUMPTION LICENSES AND PLENARY RETAIL DISTRIBUTION LICENSES**

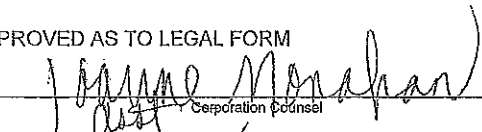
- (3) Processing fee for licensees desiring a change in the corporate structure of the corporate licensee (plenary retail consumption or distribution license): \$60
- (4) Identification card, for each original issue and renewal: \$10
- (5) Application fee for special permit to sell alcoholic beverages: \$50.

- I. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- II. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- III. This Ordinance shall take effect twenty (20) days after enactment.
- IV. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

NOTE: All new material is underlined; words ~~struck through~~ are omitted.
For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

JJH 3/14/16

APPROVED AS TO LEGAL FORM

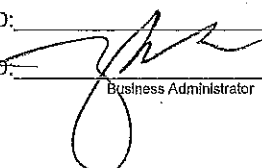


Joanne Monahan
Corporation Counsel

Certification Required ☐
Not Required ☒

APPROVED: _____

APPROVED: _____



Business Administrator

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Ordinance

AN ORDINANCE AMENDING CHAPTER 160 (FEES AND CHARGES) TO INCREASE THE ANNUAL LICENSE FEES FOR PLENARY RETAIL CONSUMPTION LICENSES AND PLENARY RETAIL DISTRIBUTION LICENSES

Initiator

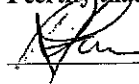
Department/Division	Municipal Council	Office of the Council President
Name/Title	Rolando R. Lavarro, Jr.	Municipal Council President
Phone/email	201-547-5268	rlavarro@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

This Ordinance will allow for the gradual increase in annual liquor license fees over the next three years until the City's fees are equal to the State imposed maximum of \$2,500.

I certify that all the facts presented herein are accurate.



March 14, 2016

Date

Rolando R. Lavarro, Jr.
Municipal Council President

ABC LIQUOR LICENSE FEE COMPARISON

MUNICIPALITY	<u>Type 33</u>	<u>Type 44</u>
<u>Hudson County</u>	Yr 2016	Yr 2016
1 Hoboken	\$2,400.00	\$2,400.00
2 West New York	\$2,400.00	\$2,400.00
3 Union City	\$2,500.00	\$2,500.00
4 East Newark	\$750.00	\$750.00
5 Secaucus	\$1,375.00	\$786.00
6 North Bergen	\$1,595.00	\$1,595.00
7 Weehawken	\$1,244.16	\$596.16
8 Jersey City	\$1,728.00	\$1,728.00
9 Bayonne	\$900.00	\$720.00
10 Kearny	\$930.00	\$720.00
11 Guttenberg	\$2,000.00	\$1,062.86
12 Harrison	\$2,500.00	\$2,500.00

Essex County

Newark	\$2,500.00	\$2,500.00
--------	------------	------------

City of Jersey City

fee history

2012	\$1,200.00
2013	\$1,440.00
2014	\$1,728.00

<u>Proposed</u>	
2016	\$2,073
2017	\$2,488
2018	\$2,500

State maximum is \$2500.00

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 16.068

TITLE: 3.I APR 13 2016 4.H APR 27 2016

An ordinance amending Chapter 160 (Fees and Charges) to increase the annual license fees for Plenary Retail Consumption Licenses and Plenary Retail Distribution Licenses.

RECORD OF COUNCIL VOTE ON INTRODUCTION APR 13 2016 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING APR 27 2016 8-0											
Councilperson <u>WATTERMAN</u> moved, seconded by Councilperson <u>LAVARRO</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted _____											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE APR 27 2016 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on APR 13 2016
Adopted on second and final reading after hearing on APR 27 2016

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on APR 27 2016

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date APR 27 2016

APPROVED:

Steven M. Fulop, Mayor

Date APR 29 2016

Date to Mayor APR 28 2016